

**CITY OF SHOREVIEW
AGENDA
REGULAR CITY COUNCIL MEETING
JUNE 18, 2012
7:00 P.M.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

PROCLAMATIONS AND RECOGNITIONS

CITIZENS COMMENTS - *Individuals may address the City Council about any item not included on the regular agenda. Specific procedures that are used for Citizens Comments are available on notecards located in the rack near the entrance to the Council Chambers. Speakers are requested to come to the podium, state their name and address for the clerk's record, and limit their remarks to three minutes. Generally, the City Council will not take official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.*

COUNCIL COMMENTS

CONSENT AGENDA - *These items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.*

1. June 4, 2012 City Council Meeting Minutes
2. Receipt of Committee/Commission Minutes—
 - Economic Development Authority, May 14, 2012
 - Economic Development Commission, May 15, 2012
 - Human Rights Commission, May 23, 2012
 - Bikeways and Trails Committee, June 7, 2012
3. Monthly Reports
 - Administration
 - Community Development
 - Finance
 - Public Works
 - Park and Recreation

4. Verified Claims
5. Purchases
6. License Applications
7. Developer Escrow Reductions
8. Authorization to Purchase Replacements for Unit 312 and the Sanitary Sewer Easement Jetter
9. Acceptance of Quotes for Trail Rehabilitation—CP 12-07

PUBLIC HEARING

10. Proposed Economic Development Assistance (Business Subsidy) for DPS-Shoreview, LLC/Stonehenge USA for Red Fox Road Retail Project—Authorize Execution of First Amendment to Tax Increment Financing Development Agreement
11. Proposed Economic Development Assistance (Business Subsidy) for Luther Properties, LLC for Sinclair Property Redevelopment—Authorize Execution of Tax Increment Financing Development Agreement

GENERAL BUSINESS

12. Request for Contribution—Turtle Lake School Playground Replacement
13. Final PUD—TCF Bank, 3836 Lexington Avenue
14. Award Bid for 2012 Seal Coat Project, CP 12-05

STAFF AND CONSULTANT REPORTS AND RECOMMENDATIONS

SPECIAL ORDER OF BUSINESS

ADJOURNMENT

**CITY OF SHOREVIEW
MINUTES
REGULAR CITY COUNCIL MEETING
June 4, 2012**

CALL TO ORDER

Mayor Martin called the regular meeting of the Shoreview City Council to order at 7:00 p.m. on June 4, 2012.

PLEDGE OF ALLEGIANCE

The meeting opened with the Pledge of Allegiance.

ROLL CALL

The following members were present: Mayor Martin; Councilmembers Huffman, Quigley, Wickstrom and Withhart.

APPROVAL OF AGENDA

Mayor Martin noted that the public hearing for Lakeview Terrace was cancelled for this meeting. A new date has not been determined.

MOTION: by Councilmember Huffman, seconded by Councilmember Withhart to approve the June 4, 2012 agenda as submitted.

VOTE: Ayes - 5 Nays - 0

PROCLAMATIONS AND RECOGNITIONS

Mayor Martin read the proclamation for "Night to Unite 2012," which will be August 7, 2012. She encouraged residents to participate. Councilmembers will attend as many block parties as possible.

CITIZEN COMMENTS

Mr. Jim Hamberg, 3515 Owasso, expressed his concern about what happens to Canada geese when they are rounded up. He would like to see the City change its method of controlling geese and presented a petition from residents with the same concerns. He stated that someone from the Humane Society would be willing to work with the City free of charge to insure a humane method of geese control. Mr. Schwerm explained that the Canada geese population exploded in the 1980s, when more storm water ponds were built that created a habitat with no predators. He agreed to talk to the contractor doing this work and explore other potential methods to control the goose population.

Mr. Tom Lemke stated that a number of months ago he urged the Council to support a proposed development on the TCAAP property. That development did not occur, but the property continues to be a problem with ongoing illegal activity. Recently there was a death on the property. Although not under City jurisdiction, he would like to encourage the Council to seek to address the problems on this property, including revisiting the Vento Plan. Objections to the stadium development were crime, traffic and noise. Whatever development occurs will bring those issues. He would like to see the property designated as a regional property, so that surrounding local communities can work together to clean it up and prevent further criminal behavior.

Mayor Martin stated that the Council has historically supported development on the TCAAP property that will be the most economically viable for the area. She personally encouraged the Governor to put money back in the bonding bill to clean up the contamination that is on the property and which is a discouraging factor to any developer. She encouraged Mr. Lemke to also take his message to the Arden Hills City Council, since the property is located in their community.

Councilmember Huffman requested staff to contact the public safety enforcement authority for that property to discuss how the area can be better policed.

Councilmember Quigley added that jurisdiction for fire protection has also been difficult.

COUNCIL COMMENTS

Mayor Martin:

The Shoreview Community Center recently received the highest ranking of all Twin Cities health clubs by Consumer Reports Twin Cities.

The Concert in the Commons Series begins Wednesday, June 13, 2012, with Dan Perry and the Ice Cream Band at 7:00 p.m. The pavilion will be dedicated to Jerry Haffeman, Retired Shoreview Park and Recreation Director. The Shoreview Community Foundation will be presenting grant awards to a number of local organizations and will also offer free ice cream.

On Tuesday, June 19, 2012, the Farmers' Market begins at 3:00 p.m. in the lower level parking lot.

Councilmember Quigley:

Noted that the "Resident Guide" for Shoreview, Vadnais Heights and North Oaks features the Shoreview Community Center on the cover.

The Cummins Power Generation Group, a new company in Shoreview, is a finalist for the Minnesota Ethics Award.

Councilmember Huffman:

Thank you to all who attended and participated in the Vietnam Veterans Picnic yesterday.

Congratulations to Video Technician Doug Setley, who has retired from the State of Minnesota.

Councilmember Withhart:

Noted receipt of another resident communication expressing concerns about roadway sound. He requested that staff measure decibels and provide a response to the resident.

CONSENT AGENDA

Bikeways and Trailways Committee Minutes: Councilmember Withhart asked for clarification on the closing of a trail connection on the east side of Snail Lake Park.

MOTION: by Councilmember Quigley, seconded by Councilmember Huffman to approve the Consent Agenda for June 4, 2012, and all relevant resolutions for all item Nos. 1 through 16:

1. May 14, 2012 City Council Workshop Meeting Minutes
2. May 21, 2012 City Council Meeting Minutes
3. Receipt of Committee/Commission Minutes:
 - Planning Commission, April 24, 2012
 - Human Rights Commission, April 25, 2012
 - Park and Recreation Commission, April 30, 2012
 - Bikeways and Trailways Committee, May 3, 2012
 - Public Safety Committee, May 17, 2012
 - Environmental Quality Committee, May 29, 2012
4. Verified Claims in the Amount of \$558,427.09
5. Purchases
6. License Applications
7. Approval of Application to Conduct Excluded Bingo - *Slice of Shoreview*
8. Acceptance of Gifts for Safety Camp - Creative Water Solutions
9. Acceptance of Gift - North Suburban Soccer Association
10. Comprehensive Sign Plan - Target, 3800 Lexington Avenue
11. Site and Building Plan Review - Church of St. Odilia, 3495 Victoria St. N.
12. Final Payment - Water System Improvements, CP 11-05
13. Developer Escrow Reduction
14. Final Payment #4 - Buffalo Lane, CP 11-09
15. Approval of Application for Temporary Intoxicating Liquor License and Lawful Gambling Permit - St. Odilia Church

16. Acceptance of Comprehensive Annual Financial Report for Fiscal Year Ended December 31, 2011.

VOTE: Ayes - 5 Nays - 0

PUBLIC HEARINGS

There were none.

GENERAL BUSINESS

PLANNED UNIT DEVELOPMENT - DEVELOPMENT STAGE - TCF BANK, 3836 LEXINGTON AVENUE

Presentation by City Planner Kathleen Nordine

The applicant seeks approval of a land use amendment to a PUD application that was previously approved for the Sinclair property on Lexington and Red Fox Road. The proposal is to redevelop the property with a bank facility. The property has access from Lexington Avenue and Red Fox Road, as well as from a private drive from the Target property.

The developer is seeking Tax Increment Financing (TIF) assistance to pay for demolition work, gas tank removal and environmental cleanup of the site. In return, the developer would be willing to grant right-of-way for needed road improvements and agree to joint signage for the area to be installed on the site. Demolition must begin by July 1, in order to use available TIF funding.

The site is less than one acre in size with 34,168 square feet of area. The lot width along Lexington Avenue is 167 feet. The new bank facility would be 2,200 square feet with one story. Three drive-through lanes are planned and off-street parking. Access from Lexington and Red Fox Road would be right-in only. There is an easement on the Target private drive that grants full access.

Deviations from City standards through the PUD include a parking lot setback of 11.4 feet, rather than the required 20 feet. Drive-through lane stacking is required to provide six spaces; although only 4 spaces per lane are proposed. Additional right-of-way may be needed for road improvements, which would further impact the parking setback along Red Fox Road. Ramsey County is requesting additional right-of-way for a right turn lane from Lexington onto Red Fox Road and has indicated that an access off Lexington may conflict with the proposed turn lane. This would also impact the parking lot setback from Lexington. Staff is continuing discussions with Ramsey County, and believes the issue will be resolved with right-of-way granted for the turn lane in exchange for the access off Lexington.

The Planning Commission considered the land use application at its May 22nd meeting and recommended approval by the Council. The Commission's main concern is the impact of roadway improvements on the design of this proposal. The Planning Commission recommendation for approval is based on resolution of any issues related to road right-of-way needs and the project design prior to consideration of the Final PUD.

Property owners within 350 feet were notified of the project. One response of support was received. Staff is recommending approval subject to the conditions listed in the staff report.

Mayor Martin noted that the access off Red Fox Road has been moved further east and asked if it aligns with the access to the gas station across the road. Mr. Schwerm stated that the proposed access is west of the gas station car wash access, which is aligned with Target drive.

Councilmember Withhart asked for further clarification on the access issue off Lexington with Ramsey County and how much more right-of-way might be needed for the turn lane on Lexington. This could bring the parking lot even closer to Lexington. Ms. Nordine stated that there is space for the development to be moved further back to accommodate the needed right-of-way. Mr. Schwerm added that the County has realized that the improvements to Red Fox Road will benefit the intersection and will work with the City regarding the Lexington access.

Councilmember Huffman requested that the right-in from Lexington be coordinated with the drive-through lanes so as not to create traffic flow conflict on the site.

Councilmember Wickstrom asked if there are concerns about congestion with the shortened drive-through lanes. Mr. Schwerm responded that in today's banking environment there are generally fewer cars being stacked waiting to cash or deposit checks.

Councilmember Wickstrom asked the impact to trails on Lexington and Red Fox. Mr. Maloney stated that the trails will not be jeopardized and would be moved to accommodate the increased right-of-way.

Planning Commissioner McCool stated that the same issues of concern being discussed by the Council were also of concern to the Planning Commission. He suggested a dedicated through lane on the site to make sure there are not traffic flow conflicts, and that is being considered.

Mr. Mike Kraft, H.G.T. Architects, Project Architect, stated that there will be sufficient space accommodation for traffic to drive around the site.

MOTION: by Councilmember Withhart, seconded by Councilmember Huffman to approve the PUD amendment permitting the redevelopment of the Sinclair property at 3835 Lexington Avenue with a retail bank facility, subject to the following conditions:

1. The property shall be developed in accordance with the plans submitted as part of this application. Revisions to the submitted plans may be permitted to respond to comments received from the City Engineer and Ramsey County. Said revisions shall be submitted as part of the Final Stage PUD application.
2. The applicant shall continue to work with the City Engineer and Ramsey County to resolve issues regarding road right-of-way, planned access points and future road improvements. These issues shall be addressed prior to the City's approval of the Final Stage PUD.
3. Prior to the issuance of a building permit, the applicant shall address the items stated in the memo from the Fire Marshal.
4. The applicant shall enter into a site development agreement and an erosion control agreement with the City prior to the issuance of a building permit for the project.
5. The existing public sewer and water utilities shall be relocated south of the proposed drive through facility and pavement area. The existing utility easement shall be vacated and a new easement established along the south property line.
6. A permit is required from Ramsey County for any work in the Lexington Avenue right-of-way.
7. The landscape plan shall be revised to provide a diversity of trees with a ratio of 30-20-10.
8. The applicant shall work with the City to develop a commercial gateway sign for the Red Fox Road metal areas.
9. A Comprehensive Sign Plan is required prior to the installation of any signage on the property.
10. Authorize the Building Official to issue proper building permits after Final Stage approval of the PUD and execution of the development agreement.

This approval is based on the following findings of fact:

1. The proposed land use is consistent with the designated commercial land use in the Comprehensive Plan and PUD.
2. The redevelopment supports the City's commercial land use goals regarding the reinvestment in commercial areas and providing services which support resident needs and employment opportunities.
3. Redevelopment of this site provides the City with an opportunity to address roadway improvements and infrastructure needs in this commercial area.

ROLL CALL: Ayes: Huffman, Quigley, Wickstrom, Withhart, Martin
Nays: None

AWARD OF QUOTE - POOL FILTRATION SYSTEM REPLACEMENT

City Manager Schwerm stated that the City's Capital Improvement Program (CIP) has scheduled replacement of the pool filtration system at the Indoor Water Park at the Community Center. The sand filtration system was originally scheduled in 2013, but there have been recent maintenance issues with parts of the filtration system. The pool needs to be regouted, which will take 18 days. Since the annual pool shutdown will be a week longer in 2012 to allow for regrouting of the pool, staff felt it would be better to replace the system when there are extra days that the pool would be closed.

Two bids were received: 1) Horizon Commercial Pool Supply in the amount of \$88,150.00; and 2) Signature Aquatics in the amount of \$90,609.75.

The project is to be funded with the City's fixed asset revolving fund, which has an adequate balance to cover this project. In order to accommodate this project a year early, the Building and Grounds Superintendent will delay replacement of the fire/smoke detectors--a cost of \$60,000--at least one year in order to offset the cost of moving this project forward. Based on the quotes received, staff is recommending acceptance of the low bid from Horizon Commercial Pool Supply.

Councilmember Huffman asked the impact to the budget for this expenditure. Mr. Schwerm stated that he does not anticipate a significant impact with the delay of the \$60,000 project to replace smoke alarm/detectors and that the levy for the fixed asset revolving fund will not need to be increased more than what is planned.

MOTION: by Councilmember Huffman, seconded by Councilmember Withhart to approve the quote for replacement of the sand filtration system for the Tropics Indoor Water Park to Horizon Commercial Pool Supply in the amount of \$88,150.00.

ROLL CALL: Ayes: Quigley, Wickstrom, Withhart, Huffman, Martin
Nays: None

APPOINTMENT TO THE HUMAN RIGHTS COMMISSION AND PARK AND RECREATION COMMISSION

City Manager Schwerm reported that there is a vacancy on the Human Rights Commission. Two applicants were interviewed. The Commission was impressed with both applicants. The recommendation is to appoint Mark Hodkinson. Should another opening occur, the second applicant, Mary Medved, is recommended for appointment.

The Park and Recreation Commission has an unexpected vacancy. The Commission is recommending appointment of the applicant Megan Frye.

MOTION: by Councilmember Huffman, seconded by Councilmember Withhart to appoint Megan Frye to the Park and Recreation Commission for a term ending January 31, 2015.

ROLL CALL: Ayes: Wickstrom, Withhart, Huffman, Quigley, Martin
Nays: None

MOTION: by Councilmember Huffman, seconded by Councilmember Withhart to appoint Mark Hodkinson to the Human Rights Commission for a term ending January 31, 2014.

ROLL CALL: Ayes: Withhart, Wickstrom, Huffman, Quigley, Martin
Nays: None

ADJOURNMENT

MOTION: by Councilmember Withhart, seconded by Councilmember Huffman to adjourn the meeting at 8:10 p.m.

VOTE: Ayes - 5 Nays - 0

Mayor Martin declared the meeting adjourned.

THESE MINUTES APPROVED BY COUNCIL ON THE __ DAY OF _____
2012.

Terry C. Schwerm
City Manager

**SHOREVIEW ECONOMIC DEVELOPMENT AUTHORITY
MEETING MINUTES
May 14, 2012**

CALL TO ORDER

Vice President Withhart called the meeting to order on May 14, 2012, at 5:15 p.m.

ROLL CALL

The following members were present:

Emy Johnson, Gene Marsh, Terry Quigley, and Ben Withhart.

President Blake Huffman was absent. He called stating he was unable to attend due to a travel delay on his return from business.

Also Present:

Sandy Martin, Mayor

Terry Schwerm, City Manager

Tom Simonson, Assistant City Manager/Community Development Director

Kirstin Barsness, Barsness Consulting Services

APPROVAL OF AGENDA

Quigley moved, Marsh seconded, a motion to approve the May 14, 2012 agenda as submitted.

VOTE: Ayes – 4 Nays – 0

APPROVAL OF MINUTES

Quigley moved, Marsh seconded, a motion to approve the April 9, 2012 meeting minutes, as submitted.

VOTE: Ayes - 4 Nays - 0

FINANCES AND BUDGET

Monthly Financial Report

One new energy loan was noted. Payments of current loans are being made on time.

Quigley moved, Johnson seconded, a motion to approve the Monthly Financial Report as presented and approve the following payment of bills:

- | | | | |
|----|---------------------------------------------------|---------|----------|
| 1. | Community Reinvestment Fund | \$60.00 | Fund 307 |
| | (Monthly Loan Services Fees - Date Paid: 4/12/12) | | |

- | | | | |
|----|---------------------------------------------------------------------------------------------|----------|----------|
| 2. | Greater Metropolitan Housing Corporation
(Admin. fees for new loan - Date Paid: 4/19/12) | \$800.00 | Fund 307 |
| 3. | Development Consultant (Kirstin Barsness)
(Date Paid: 4/2/12) | \$218.75 | Fund 240 |

VOTE: Ayes - 4 Nays - 0

GENERAL BUSINESS (JOINT DISCUSSION WITH CITY COUNCIL)

Simonson stated that the next Business Exchange will be Thursday, June 14, 2012, at the Hilton Garden Inn. Invitations will be sent out later this week with a press release.

The Economic Development Commission (EDC) has recommended that the City recognize TSI at the Business Exchange. TSI is a company in Shoreview that received the Manufacturer of the Year Award.

Board members had a brief discussion about developing a formal program for the Business Exchange. Programs may be planned in the future, but it was also the consensus of the Board that the informal Business Exchange is valuable for business owners to informally converse with Councilmembers and staff on various issues of interest.

Councilmember Withhart suggested featuring a business that has partnered with the City for development as an example of how the City can support business opportunity.

Mayor Martin stated that skills in the job market do not match job requirements for the jobs available. The Regional Council of Mayors would like to find a way to help meet these needs. One option would be to survey businesses to find out what skills they are looking for.

Simonson said that he would forward the comments to the EDC at their meeting next week and thanked the Council and EDA for the feedback.

Tax Increment Financing Issues/Funding Assistance Requests

Sinclair Gas Station Redevelopment/TCF Bank

Simonson stated that at the end of 2011, there was a balance of \$1.6 million in the TIF District No. 5 fund. One of the City's goals is to maximize use of that fund balance during the time that special authority has been granted by the legislature to make TIF rules and pooling more flexible. Stonehenge USA, the developer of the Red Fox Road phased retail project was provided up to a maximum of \$1.345 million broken out as follows: 1) \$845,000 for completion of Phase I retail center, which is under construction now; and 2) additional \$500,000 for Phase II development if the developer secures the City's preferred anchor.

At the end of 2012, there will still be a balance of approximately \$500,000 in TIF District No. 5, after the obligations are met for the Stonehenge financing agreement. The question is how best to use this remaining resource. The owner of the Sinclair Gas Station has signed a purchase

agreement with TCF to build a branch bank facility on the site. The current property owner is seeking TIF assistance from the City in the amount of just over \$200,000 for demolition of existing structures and cleanup of the site. A formal application for TIF assistance will be reviewed at the next EDA meeting. The applicant has been informed that if the City were to provide public assistance, the City would like to secure an easement for the placement of a joint retail monument sign on the corner of Red Fox Road and Lexington to advertise anchor stores including the new retail center, Super Target, TCF Bank, and preferred anchor market. The City would also request the dedication of right-of-way from the property owner in exchange for tax increment support to facilitate the planned improvements to Red Fox Road.

Quigley noted that the City is exploring a joint project to use the Target pond as a regional drainage pond. He asked if the pond has the capacity to serve two new components. Simonson answered yes. If the City takes the pond over from Target, there will be a new and improved pond developed for drainage that would be able to accommodate both the Sinclair redevelopment and the public improvements to Red Fox Road.

Simonson stated that the TCF development proposal will be reviewed by the Planning Commission at its May meeting. All approvals will be needed by the Council meeting on June 18th in order for construction activity to begin by July 1, 2012, in order for the cleanup cost to be reimbursed by the City through use of TIF District No. 5 funds under the temporary authority rules. Reimbursement would occur after completion of the development.

Withhart asked the payback from what this property would generate. Simonson stated that no new TIF District is being created so the new development would hit the tax rolls immediately. He said that staff can prepare an analysis of the expected payback period to present to the EDA at the next meeting when the formal application is considered.

Mr. Schwerm added that if this money is not used, it cannot be used outside the boundary of TIF District No. 5, once the July 1 deadline has passed. Simonson said that once the temporary authority expires the TIF District 5 goes back to the original rules which would restrict the City's pooling use of the funds to a maximum of 20% of the fund balance. Again, he added that the Council and EDA directive has been to maximize the use of these development funds to the fullest extent possible to secure high quality developments and new services for the community.

Marsh suggested the value of the easement and monument sign be determined to decide on the amount of TIF assistance. Simonson said that TCF is paying \$1.5 million for the small parcel so the dedication of right-of-way and easements to the public's benefit has significant value. The project also provides a mechanism for the City to fund the public improvements to Red Fox Road. These factors combined with the redevelopment of an old gas station at a highly visible intersection are all reasons to consider providing tax increment support.

Stonehenge USA Retail Development- Phase 2

The City has pledged \$1.345 million to Stonehenge for the retail center development on Red Fox Road, which is now under construction. The preferred anchor, which is Phase 2 of this development, is in the process of adopting a growth plan for the western region of the U.S.,

which includes Minnesota. A lease proposal has been submitted to the corporation by the developer Stonehenge, but a counter proposal will not be released officially until the growth plan is adopted by the corporate office. The proposed lease amount is higher than what this preferred anchor pays in other locations and they have countered with a lower lease rate than what was presented by the developer. The City has been asked by the developer to consider providing additional TIF funding to lower the lease rate and make the project financially feasible. According to Stonehenge, this could guarantee the location of this preferred anchor in Shoreview. Instead of \$500,000, as previously agreed, Stonehenge would be receiving \$700,000 to lock in a deal with the preferred anchor. This funding would likely come from TIF District No. 5.

Mr. Schwerm noted that creating a building pad for the preferred anchor meets the spirit of TIF authority for funding and the July 1st deadline will be met for construction to occur. This is a unique opportunity because this type of development is not generally eligible for TIF assistance through legislative authority. The ability to have this preferred anchor tenant as part of this project would be very popular and well received in the community.

Ms. Barsness stated that an analysis can be done on the City's investment return, which will be presented at the next EDA meeting. As no new TIF District is being created, taxes will be generated immediately.

Lakeview Terrace Apartments (Midland Plaza Redevelopment)

Simonson reported that this project was scheduled for a public hearing before the Council in May but has been postponed to review new financial design feasibility issues. However, the traffic signals for the road realignment part of the project have to be ordered well in advance. The City does not want to purchase equipment with this delay. The earliest this project could be considered would be at the Council's July 16th meeting. At that time, it would have to be confirmed that the road work could begin in mid to late August. A longer delay would move the project to 2013.

One issue is the increased amount of right-of-way needed for Owasso Street to match lanes. This has impacted the size of the development pad with the loss of 16 units. The proposed building is also much closer to the lakeshore.

Financing has changed. The reduction of units from 120 to 104 means a County value loss of \$1.8 million to the project. The cost of this project has doubled with needed right-of-way from the railroad and Deluxe for turn lanes. There will be less TIF assistance available for the developer because of the higher cost of the road.

The developer has explored redesigning the building to wood construction. However, wood construction would potentially increase the height because brick cannot be used beyond the third or fourth story on a wood structure. A steel structure would mean the loss of any use of brick. The financing plan for the road is to provide an internal loan from TIF District No. 1 to pay for the road project. The cost is estimated at \$2.9 million minus the grant amount of \$650,000 and county contribution of \$350,000. It is estimated that it would take 20 to 25 years to pay the City

back for the cost of the road. The City uses a pay-as-you-go TIF note. The developer will have difficulty selling the TIF note to any investors for a period of 20+ years. The developer believes \$2 million of public financing is needed above the cost of the road, and the money is needed up front for demolition of the retail center and preparation of the site. The developer is asking for \$200,000 from the grant, which would mean public financing in the amount of \$1.8 million. The question is how far does the City want to go to make this development feasible. The Deluxe TIF District has sufficient funds for this project, but money shifted away from the Deluxe District takes away other opportunities in that District. A contribution could be made from TIF District No. 1 for all or a portion of the amount requested. Another option would be to develop a formula to split a portion of TIF with the City each year. The City would receive increments sooner to pay off the loan from TIF District No. 1. Another option would be for the City to assess \$750,000 to \$900,000 of the cost of the road back to the developer. The assessment would help from an investor standpoint. The developer would receive TIF up front and pay back the assessment over time.

Mr. Schwerm noted that TIF District No. 1 has the most flexibility to use funds in other areas in the community since it was created prior to 1990. If the City has to do a road improvement for Red Fox Road, money could be used for that work, or other redevelopment, such as Lexington and County Road F or the Shoreview Mall from TIF District 1. Within the next couple of years, it is projected to have between \$4 and \$4.5 million. Paying \$2 million for the road to be paid back through assessments over the next 20 years, plus \$2 million on top of that for development would eat up TIF District funds on this one project. The railroad agreement has not been signed. At this time, the liability to the City is \$250,000 to \$300,000 in engineering and design costs that have already been spent.

Simonson added that the original goals of TIF District 1 were to support the Deluxe corporate headquarters development but also a long-range plan to redevelop older industrial properties to the east. Obligating \$2 million through a loan from District 1 to support the public improvements hinders to some extent the City's ability to use those funds for other projects but the structure of a loan at least will replenish the fund in twenty years. A direct contribution to the redevelopment project without any reimbursement does impact other opportunities and goals the City has for the area. This is an important policy question for the EDA and Council to consider whether the City should further support the apartment project beyond the necessary public improvements and tax increment generated from the project.

Johnson agreed and stated that if a new opportunity were to come along, the City would have invested all this money in one specific property.

Simonson stated that Tycon has made the argument that the current estimated cost of \$2.9 million for the road realignment project has doubled and impacts the developers ability to utilize a greater portion of the increment generated for other eligible costs. They feel that the TIF should not have to cover all the additional public improvement expenses, as it will provide a regional benefit to the County. Simonson added that the other side to the argument is that the City and County would have no plans or funding available to undertake such costly improvements except for the developer need for the road realignment to facilitate the redevelopment project. The policy question may be is the City Council and EDA okay with this

project going away, if additional TIF assistance is not given and the developer finds that it is not feasible to move forward. He noted that in a phone conversation, President Huffman indicated his reluctance to provide additional TIF resources beyond those available from the project itself.

Mayor Martin expressed her own concerns that additional TIF funding is being requested for the apartments. Originally, Tycon officials indicated through the early planning process that they were comfortable doing this project all on their own without the need for public assistance. The City has agreed to pay for the road realignment but there was never a promise that the City would provide TIF funding for the actual development. She does not support providing more TIF funding. Assessments, as suggested by staff, may be a reasonable approach.

It was the consensus of the Board to respond to Tycon's request for increased TIF funding by indicating that a small amount may be available but certainly not \$2 million. Direction to staff was to explore options that would provide some level of financing to meet the needs of the developer including the option of assessments but not utilize other tax increment funding sources beyond the concept of the loan for the public improvements that will be fully reimburse in the future.

Simonson stated that if the site and building plan is being further revised significantly from what was presented at the May 7th meeting, he would suggest it be reviewed again by the Planning Commission. He said that unlike the other project, there are no timing issues with TIF funding, as this is proposed as a new district and the grant received from the Metropolitan Council can be used until 2014.

PROJECT UPDATES/DEVELOPMENT NEWS

Schwerm reported a meeting with businesses adjacent to Lexington and County Road F and Gramsie Road regarding the County's planned improvements to that portion of the Lexington corridor. The meeting was positive regarding limiting left turns on Gramsie Road. Businesses are supportive as long as good signage is provided directing customers up to County Road F to utilize an improved intersection at Lexington Avenue.

ADJOURNMENT

A motion was moved by Johnson, seconded by Marsh, to adjourn the meeting at 6:54 p.m.

VOTE: Ayes - 4 Nays - 0

SHOREVIEW ECONOMIC DEVELOPMENT COMMISSION

Meeting Minutes

May 17, 2012

ROLL CALL

Chair Wing called the meeting to order at 7:35 a.m. with the following members present: Jim Gardner, Dave Kroona, Gene Marsh, Ben Stephens, Dave Lukowitz, Jeff Washburn and Jonathan Weinhagen. Commissioner Denkinger was excused. Tom Simonson, Assistant City Manager/Community Development Director, and Tessia Melvin, Assistant to City Manager/Communications were also in attendance.

ACCEPTANCE OF AGENDA

Commissioner Washburn, seconded by Commissioner Marsh, moved to accept the agenda as presented.

Vote: 8 AYES 0 NAYS

APPROVAL OF MINUTES

Commissioner Marsh, seconded by Commissioner Weinhagen, moved to approve the minutes of April 17, 2012, as presented.

Vote: 8 AYES 0 NAYS

INFORMATION EXCHANGE

Commissioner Gardner reported on the Shoreview Business Council in April. There were three representatives from MNDOT there to explain the current construction projects. He reported that there were only three people in attendance. The next meeting is Wednesday, May 16, and will feature Sheriff Bostrom.

Commissioner Washburn discussed the St. Odilia Church and the proposed columbarium, which is a place for the respectful storage of urns. Their proposed plan includes an outdoor garden, which would host the burial of ashes. The Church has sent out a letter to residents. However, the Archdiocese has issued a mandate that any church preparing a columbarium must include a cemetery.

Commissioner Weinhagen extended an invitation to the Commissioners on Friday, May 18, to attend the St. Paul Area Chamber of Commerce meeting on economic development in the East Metro. The goal of the meeting is to give an update on the Grow Minnesota program, a statewide business

Simonson reported on his recent talks with HED Cycling. They are currently looking to expand and add to their existing 30 employees. Simonson gave information to Steve Hed on City assistance and developmental guidelines.

Simonson reported that he is meeting with representatives from Children's Hospital. They are interested in selling 18 acres in the Rice Creek Corporate Park. The City's restrictions require a Class A office type development.

Simonson reported on the current tobacco regulation ordinance. At the last Council meeting the City Council amended the City's tobacco licensing regulation that further strengthened some existing regulation regarding youth access to tobacco, and also adopted a prohibition on smoking in any retail establishment, which closed an exception in State law that allowed tobacco sampling in establishments such as tobacco shops or hookah bars.

Simonson reported on the Lexington Avenue improvement for County Road F. Ramsey County is currently applying for a grant to help assist with this project. The County is seeking some right away be donated. The businesses have been receptive to this concept. This project may begin next year.

Simonson gave an update on the temporary sign update. The Planning Commission met on this issue. One member opposed electronic signage. One area of concern is how to engage the local businesses. Some ideas include open house or a special business exchange.

The next Shoreview Business Exchange will be held on Thursday, June 14, at the Hilton Garden Inn. The EDA asked the question if the EDC thought about providing a topic or speaker at the event. Commissioner Wing asked if we would consider presenting information on local development, temporary signs changes and information that would be helpful to business representatives.

Simonson provided an update on the TCF Bank/Sinclair Redevelopment. The City has received a proposal to redevelop the Sinclair gas station property at the southeast corner of Lexington Avenue and Red Fox Road for a new TCF Bank facility. The property owner has also applied for tax increment financing to assist with the demolition and clean-up of the property.

Simonson also provided an update on the Midland Plaza Redevelopment/Lakeview Terrace Apartments. The project was scheduled to be considered by the City Council in May, but the developer has requested a delay to allow further time to review the site and building design and project financing to ensure the redevelopment is feasible and of the quality both the developer and the City are seeking. The goal is now to have both the financing and the development components completed by the end of summer so the City can move forward with the Owasso Street realignment project at Victoria Street and County Road E and the developer could begin construction next summer.

Commissioner Washburn asked the question about the EDC having a joint meeting with the City Council and the Economic Development Authority to discuss goals. Simonson agreed that a joint meeting with the Council would be beneficial.

Commissioner Wing asked that the City and EDC look at the Town Center project again. In addition, he stated that the goals and mission need to be updated as they were last updated in 1996.

Simonson reminded that EDC that now would be a good time to revisit their mission statement and goals. It is better to approach new projects through a comprehensive plan and approach.

Commissioner Wing added that the business retention and the business relation piece is key to the EDC and the City, but it is important to determine how this fits with the EDA.

Commissioner Washburn added that it appears that 50 percent of the EDA workplan includes EDC related work. Commissioner Washburn stated that maybe the EDC become a subset of the EDA. He asked that the Council provide a clear vision for the EDC and EDA. Commissioner Wing asked that a timeline be created to create a clean slate and new work plan for January 2013.

PROJECT AND DEVELOPMENT UPDATES

Simonson reported that he has talked to Cummins Power Generation about hosting an Economic Development Commission meeting sometime this summer.

ADJOURNMENT

Commissioner Marsh left the meeting at 8:33 a.m.

Commissioner Weinhagen, seconded by Commissioner Lukowitz, moved to adjourn the meeting at 8:50 a.m.

Vote: 7 AYES 0 NAYS

**HUMAN RIGHTS COMMISSION
MEETING MINUTES
May 23, 2012**

CALL TO ORDER

Commissioner Williams called the meeting to order at 7 p.m. with the following members present: Bob Minton, Elaine Carnahan, Richard Bokovoy, Nancy Hite, Sam Abdullai and Kamilyn Choi. The following members were absent: Mark Frey (excused) and Cory Springhorn (excused). Also present was Tessia Melvin, Assistant to the City Manager/Communications.

APPROVAL OF MINUTES

Commissioner Minton moved to accept the April 25 minutes with minor amendments, seconded by Commissioner Hite.

Vote: 7 AYES 0 NAYS

HUMAN RIGHTS COMMISSIONER INTERVIEW

The Commission interviewed Mary Medved.

Commissioner HRC moved to recommend Mark Hodkinson to the HRC, seconded by Commissioner Abdullai.

Vote: 6 AYES 1 NAY

CARING YOUTH AWARD

Melvin presented updated information on the Caring Youth Award. Commissioner Hite suggested that the category be narrowed to 9-12. Commissioner Carnahan commented to include the Mounds View School in the qualifications. Commissioner Minton recommended that the individual live in and/or volunteer in Shoreview.

Commissioner Minton moved that the HRC propose to the City Council the initiation of a Caring Youth Award for grades 9-12 for teens that live in or volunteer in Shoreview, seconded by Commissioner Hite.

Vote: 7 AYES 0 NAYS

SLICE OF SHOREVIEW PARADE

Melvin asked the Commission if they wanted to participate in the Slice of Shoreview. The Commissioners agreed to table this topic until the June meeting. Commissioner Choi agreed to recruit youth representatives.

OTHER BUSINESS

Commissioner Minton reported that the Minnesota United for All Families has opened an office in location in Shoreview at (3460 Lexington). They are planning a launch event on Sunday, June 3, at 1 p.m. The event will be held at the Peace United Church. Councilmember Withhart was invited by Commissioner Minton and he will be attending.

Commissioner Minton held a conference for former priests, 80 in attendance, who were in support of gay marriage.

ADJOURN

There being no further business, Commissioner Minton moved to adjourn their regular meeting at 8:40 p.m., seconded by Commissioner Bokovoy.

Motion was adopted unanimously.

SHOREVIEW BIKEWAYS & TRAILS COMMITTEE

Meeting Minutes

June 7, 2012

1. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

2. ROLL CALL

Members Present: Keith Severson, Mark Stange, Judd Zandstra, Craig Francisco, Craig Mullenbach, Jay Martin, Bill Atkins, Jay Thacker

Members Absent: None

Guests: None

City Staff: Charlie Grill

3. APPROVAL OF AGENDA

The agenda was approved.

4. APPROVAL OF MEETING MINUTES

The minutes of the May 6, 2012 meeting were reviewed and approved by consensus of the Committee.

5. COMMITTEE DISCUSSION ITEMS

The meeting began with Charlie reviewing the May Public Works Monthly Report. The committee then discussed details surrounding the Tour de Trails Ride. The committee did establish both the long and the short routes but are waiting to publish or advertise route until the next meeting incase road construction or other circumstances force a change in the route. The flyer was also approved and will be handed out by committee members in different Shoreview stores and shops. It was decided to create a turn by turn direction sheet that included mileage points. Several committee members volunteered to ride the proposed routes and determine exact mileage between turns.

The committee chose to look at individual responsibilities with regards to both the Slice Tent and the Tour de Trails Ride at the July meeting. This will give members time to check schedules and have a better idea of their availability.

6. ADJOURNMENT

The meeting was adjourned at 8:20 PM.

Memorandum

To: Mayor and City Council Members
City Manager

From: Tom Simonson
Assistant City Manager and Community Development Director

Date: June 15, 2012

Re: Monthly Report
- Administration Department
- Community Development Department

Development Project Updates

Red Fox Road/Stonehenge Retail. Construction work on the retail center project is well underway, with major grading of the entire 6-acre development site completed and structural work on the building shell almost finished. The retail center will include Chipotle and Leeann Chin restaurants, a Sport Clips hair salon, Massage Retreat Spa, and likely one other restaurant for the east end cap space that has yet to be announced publicly by the developer. The developer anticipates the retail center to be completed by mid-summer and turned over for tenant improvements with store openings expected around Labor Day.



The City Council is considering an amendment to the executed tax increment financing (TIF) development agreement to provide additional economic development assistance to DPS-Shoreview, LLC (Stonehenge USA) to facilitate the Phase II development to attract a preferred anchor tenant to the project. A public hearing has been scheduled on the proposed business subsidy for June 18th. Last year, the City approved the phased retail development along Red Fox Road near Lexington Avenue just north of the Super Target along with a financing package of up to \$1.345 million in tax increment support to facilitate the development to bring new retail services and restaurants to serve the community.

Sinclair Redevelopment/TCF Bank. The City has received a request from Luther Properties, LLC for tax increment financing (TIF) assistance to facilitate the redevelopment of the Sinclair gas station property at the southeast corner of Lexington Avenue and Red Fox Road for a new TCF Bank branch facility. The City Council is holding a public hearing on the proposed business subsidy on June 18th in consideration of a financing development agreement with the property owner to assist with the project. The Council will also be reviewing the final site and building plans for the TCF Bank. If approved, the property owner will commence with the environmental

remediation and demolition work that needs to be completed prior to turning the property over to TCF Bank. Construction of the new bank facility is expected to begin this fall with completion in the spring of 2013.

Midland Plaza Redevelopment/Lakeview Terrace Apartments. The project proposes the redevelopment of the Midland Plaza strip center for the construction of a new upscale six-story 104 unit apartment building in the Midland Terrace Apartments complex area. The planned unit development stage application was recommended by the Planning Commission for approval by the City Council. The project includes a major public improvement by the City to realign Owasso Street with County Road E at the intersection with Victoria Street to facilitate a new building pad for the development of the apartment building.



The redevelopment project proposes the creation of a new tax increment financing district to serve as the primary funding source for the public improvements and other eligible development costs to support the project.

The project was scheduled to be considered by the City Council in May, but the developer has requested a delay to allow further time to review the project financing to ensure the redevelopment is feasible and provides the highest level of quality sought by both the developer and City.

City staff has been working with the developer's project team in undertaking additional financial analysis and explore project financing options based on the parameters established by the Council and EDA during a recent joint discussion of the project.

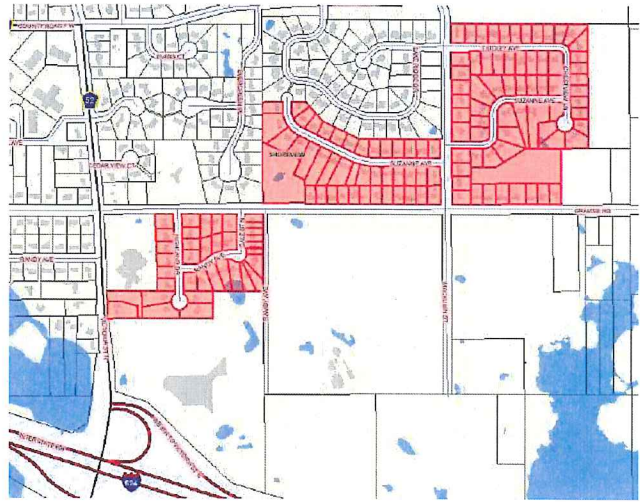
The delay in the financing and development approvals for the project has impacted the scheduled for the proposed road improvements. Assuming the development plans and financing issues can be resolved, the goal now is to have both the financing and development components completed by the end of this summer so the City can move forward with the Owasso Street realignment project at Victoria Street and County Road E, most likely during the spring of next year, and the developer could then begin project construction by next summer or early fall.

Shoreview Senior Living. Contractors for the developer of the Shoreview Senior Living housing are making good progress on the building construction for the mixed-care senior housing project. The building will total 105 units, with 30 independent care units, 43 assisted living units, and 32 memory care units. Framing work has been completed on both the two and three story sections of the building. The project is expected to take a little over a year to complete with an opening of the senior housing facility in April 2013. Marketing of the facility has begun and the developer indicates there has been strong interest in the community.

Housing and Code Enforcement Activity

SHINE Program. Property owners within the selected *SHINE* area were mailed notice in advance of the neighborhood inspections that took place the week of May 21st. Of the 136 properties inspected, 118 had no violations. Those that had violations were generally minor, however, there a few properties that have housing maintenance issues that require attention. Re-inspections will begin the week of June 24th.

The map to the right shows the neighborhoods that are included in the spring *SHINE* inspections, in the Gramsie Road area west of Victoria Street.



Rental Licensing. To date 488 General Dwelling Unit (GDU) rental licenses and all 7 Multi-Family Dwelling Unit (MFU) rental licenses have been issued. New GDU license applications are expected throughout the year as properties are converted and the owners apply for licenses. Staff will also remain active in identifying rental properties that have not been licensed.

The 2012 inspections have commenced, with a total of about 250 GDU and 420 MFU units are scheduled for inspection during 2012. So far, 407 MFU inspections have been conducted and the remaining 13 are scheduled at MFU complex in early July. The GDU inspections have commenced and approximately 65 have been conducted so far. Overall, MFU management was very prepared for our inspections and follow-up quickly with repairs. The GDU inspections are geographically scheduled by neighborhood, conducted every other week and began on March 15th of this year.

The table below shows the significant increase in the number of licensed rental properties (not total units) since the program began in 2004, with a record of 488 licenses issued in 2012:

Year	2004	2005	2006	2007	2008	2009	2010	2011	2012
Number of Rental Licenses Issued	176	194	199	206	258	282	315	397	488

Code Enforcement. There have been 18 new code enforcement cases opened in the past month. The following table summarizes the code enforcement activity this past year and this year to date:

Year	Total Cases	Cases Open	Cases Closed
2011	200	17	183
2012	94	32	62

One citation issued in 2011 remains pending which involves barking dogs and a trial date has been set for July. A citation that was issued for refuse in February of 2012 is also scheduled for a trial date in July.

Miscellaneous

- Attached is the monthly report on building permit activity from the Building Official through May, 2012.
- Also attached are the monthly reports from the Housing Resource Center on the housing services provided to Shoreview residents through May, 2012.
- Community Development staff is preparing for the June 26th Planning Commission meeting. No formal applications were submitted, however, staff will be preparing information pertaining to temporary signs, message center signs, and automobile sales in commercial districts. With two new members, the Commission recently reviewed their core values along with the recommendations from the team building session held in 2005. The Commission agreed to update the recommended actions including a review of Roberts Rules of Order, the Open Meeting Law and Commissioner expectations.
- Clear Channel Billboards: Clear Channel will be installing the decorative stone base and columns around the poles in the near future at the two locations along I-694.
- Guerin Gas Station: Staff is currently working on signage for the restored historic structure. Public Works staff is assisting in the construction of the Texaco sign and staff has contracted with a sign company to develop an interpretive sign and small identification sign.
- Farveh Makhssous, our intern and temporary part-time employee in the Community Development Department has left Shoreview to take a new position with the City of Eden Prairie. Farveh did a lot of special projects for the Economic Development Authority, and was extremely valuable to the department in using her GIS skills to assist with our housing, rental licensing, and code enforcement programs. She will be missed but her move to the City of Eden Prairie may lead to a permanent position in their planning department.
- The *Shoreview Business Exchange* hosted by the City Council and Economic Development Commission was held on Thursday, June 14th at the Hilton Garden Inn. Businesses represented included a number of our larger employers such as Deluxe Corporation, Empi/DJO Global, Lion Precision, Mead Metals, PaR Nuclear/Westinghouse, and PaR Systems.

CITY OF SHOREVIEW

BUILDING INSPECTOR MONTHLY REPORT

COMPARISON OF YEAR 2012 WITH 2011

	MAY 2012		TO DATE		2012		MAY		2011		TO DATE		2011	
	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION
DWELLINGS			6	\$1,750,000			3	\$1,054,000			7	\$2,509,000		
TOWNHOMES			0	\$0							0	\$0		
ADDITIONS	5	\$436,000	28	\$973,925			2	\$81,000			7	\$170,500		
GARAGES			0	\$0			3	\$42,500			3	\$42,500		
MISCELLANEOUS	93	\$319,269	237	\$1,577,756			160	\$394,941			309	\$1,659,314		
APARTMENTS			1	\$7,482,000							0	\$0		
OFFICES			0	\$0							0	\$0		
RETAIL			1	\$1,310,000							0	\$0		
INDUSTRIAL/WAREHOUSE			0	\$0							0	\$0		
PUBLIC BUILDINGS			0	\$0							0	\$0		
COMMERCIAL ADDITIONS			0	\$0							0	\$0		
COMMERCIAL ALTER	4	\$193,500	17	\$4,676,083			6	\$367,595			14	\$6,784,275		
TOTAL	102	\$948,769	290	\$17,769,764			174	\$1,940,036			340	\$11,165,589		

CC: CITY MANAGER
 DIR. COMMUNITY DEV
 MAYOR

Housing Resource Center - NorthMetro

City of Shoreview Monthly Status Report

July 1, 2001 - December 31, 2010

	July- Dec '01	Jan- Dec '02	Jan- Dec '03	Jan- Dec '04	Jan- Dec '05	Jan- Dec '06	Jan- Dec '07	Jan- Dec '08	Jan- Dec '09	Jan '10	Feb '10	Mar '10	Apr '10	May '10	Jun '10	Jul '10	Aug '10	Sep '10	Oct '10	Nov '10	Dec '10	Yr-to- Date	TOTAL							
Home Buyer Information	6	10	13	10	13	13	9	10	6	0	0	0	2	1	0	0	0	0	0	0	0	3	93							
Refinance/Satisfactions/Subordination	0	0	2	0	1	4	5	4	4	0	0	0	0	0	0	0	0	0	0	1	0	1	21							
Energy Assistance (1)	0	1	1	1	1	1	1	2	3	0	0	0	0	0	0	0	0	0	0	1	0	1	12							
Mortgage Foreclosure Prevention	0	1	0	2	2	0	5	5	3	0	0	0	0	0	0	0	1	0	0	0	0	1	19							
Home Improvement Information (2)	37	184	544	148	143	204	239	136	110	6	4	12	21	60	12	28	34	25	14	22	18	256	2,001							
Rental/Emergency Housing Issues (3)	0	1	4	5	8	18	13	9	4	1	1	1	1	1	1	0	0	1	0	1	0	8	70							
Other	0	11	25	2	2	0	3	5	0	0	0	0	0	0	0	0	1	0	0	0	0	1	49							
MHFA Fix Up Fund/Rehab/Rental																														
Loan Applications Rec'd	0	6	1	8	6	6	5	3	3	0	0	0	0	0	0	0	0	1	1	1	2	5	43							
Loans Closed	0	5	1	5	3	0	3	2	1	0	0	0	0	0	0	0	2	0	1	1	1	5	25							
Shoreview Home Energy Loan																														
Loan Applications Rec'd										Loan not available												1	0	0	1	3	0	1	0	6
Loans Closed										Loan not available												0	0	0	0	1	2	0	2	5
Ramsey County Deferred Loan																														
Loan Applications Rec'd	0	0	3	3	2	0	2	3	1	0	0	1	1	0	0	0	0	0	1	0	2	5	19							
Loans Closed	0	0	2	0	0	1	1	1	1	1	0	0	0	0	0	0	0	0	1	0	0	2	8							
Construction Consultation Report																														
Consultation Phone or Walk-in	5	37	14	57	69	72	123	108	71	12	3	8	5	5	6	5	5	20	16	14	9	108	664							
Site Visits	0	25	31	51	31	58	88	67	43	4	3	5	7	7	6	17	6	3	7	6	7	78	472							
Scopes & Inspections	5	31	57	8	0	2	2	2	3	0	0	0	1	0	0	0	0	1	0	1	0	3	113							
TOTAL SERVICES PROVIDED	53	312	698	300	281	379	499	357	253	24	11	27	38	75	25	50	50	55	43	49	41	488	3,620							
TOTAL CLIENTS SERVED																														
	21	199	235	162	173	229	258	165	126	7	5	12	23	63	12	27	33	25	14	22	18	261	1,829							

NOTE: These numbers reflect the number of CLIENTS serviced. In many instances a client will receive more than one service.

- (1) ENERGY ASSISTANCE DENOTES REFERRALS TO SOCIAL SERVICE AGENCIES THAT PROVIDE MONETARY ASSISTANCE FOR ENERGY EXPENSES.
- (2) HOME IMPROVEMENTS INCLUDES REFERRALS TO MHFA, PRIVATE LENDERS OR OTHERS FOR FINANCIAL INFORMATION ON HOME IMPROVEMENTS
- (3) RENTAL/EMERGENCY HOUSING ISSUES IS A NEW CATEGORY AND WAS COMBINED WITH OTHER IN PREVIOUS YEARS.

TO: Terry Schwerm, City Manager

FROM: Jeanne A. Haapala, Finance Director

DATE: June 11, 2012

RE: Monthly Finance Report

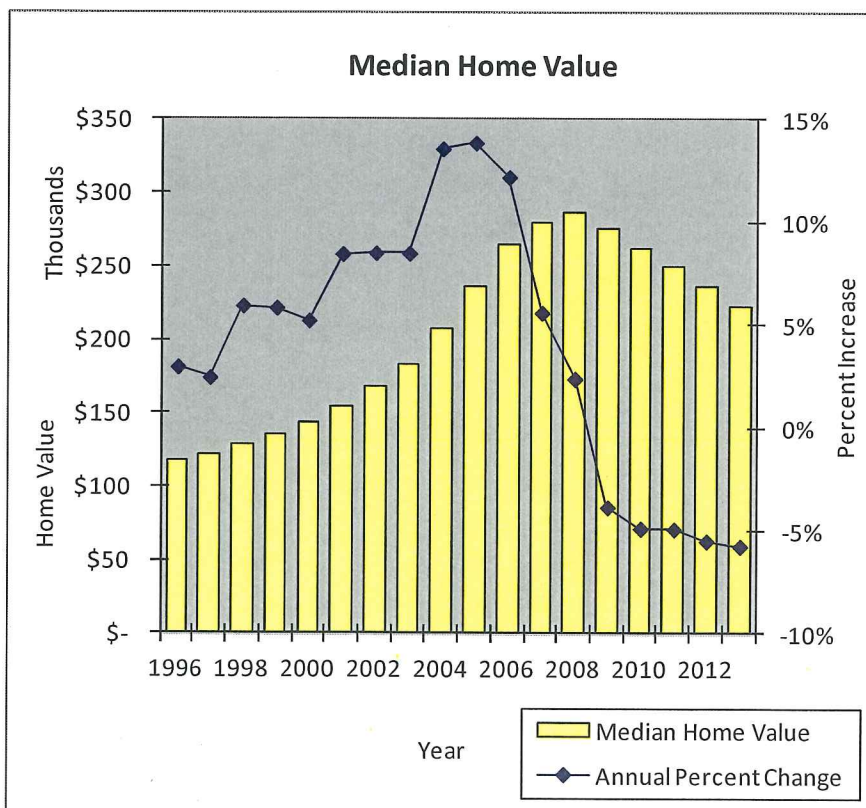
Preliminary Median Values

The table at right and the graph below provide a history of median home values from 1996 through 2012, as well as the preliminary value for 2013. As shown, Shoreview's median value is expected to decrease 5.7 percent for 2013 taxes.

Ramsey County's 2013 Assessment Report states that for suburban Ramsey County, total residential value is declining about 7.8%. Total market countywide market value dropped \$2.427 billion before adding the value of new construction (\$132.9 million), which is a slight improvement over 2012 (when total market value dropped \$2.75 billion). The Assessor also reports that countywide, 79.2% of properties had a decrease in value, 14.2% had no change in value, and 6.6% had an increase in value.

More information about taxable values will be released in early August, in time for the adoption of the preliminary tax levy.

Year	Median Home Value	Annual Percent Change
1996	\$118,400	3.0%
1997	121,300	2.4%
1998	128,500	5.9%
1999	136,000	5.8%
2000	143,100	5.2%
2001	155,200	8.5%
2002	168,400	8.5%
2003	182,700	8.5%
2004	207,500	13.6%
2005	236,250	13.9%
2006	265,050	12.2%
2007	279,900	5.6%
2008	286,600	2.4%
2009	275,600	-3.8%
2010	262,200	-4.9%
2011	249,350	-4.9%
2012	235,700	-5.5%
2013	222,200	-5.7%



State Auditor's Report

For several years the State Auditor's office has compiled data from Minnesota cities into an annual report. The 2010 version of the report was released earlier this year, and includes information about revenues, expenditures, debt levels and fund balances. The illustrations that follow were prepared based on excerpts of the data for comparison cities. These cities include those in the metro area that are closest to Shoreview in population, selecting 14 larger and 14 smaller. It should be noted that Shoreview's population is 12.9% below the average of the cities in this group in 2010.

Revenue Per Capita – The first set of data (in the table below) shows revenue per capita for all funds, by source.

Revenue Per Capita by Source	High	Average	Low	Shoreview	Shoreview to Average
Property tax	\$ 773.67	\$ 417.95	\$ 177.76	\$ 345.37	-17.4%
TIF	246.76	74.33	1.18	77.29	4.0%
Franchise tax	114.58	16.61	-	11.31	-31.9%
Other tax	23.14	1.62	-	0.59	-63.7%
Special assessments	140.72	50.90	7.52	8.32	-83.7%
Licenses & permits	58.01	26.42	10.78	20.01	-24.3%
Federal (all combined)	172.21	22.84	-	0.36	-98.4%
State (all combined)	118.83	64.22	10.87	15.15	-76.4%
Local (county & other combined)	79.32	14.09	-	2.38	-83.1%
Charges for service	365.15	123.71	24.70	209.55	69.4%
Fines & forfeits	25.11	8.46	1.31	1.31	-84.5%
Interest	53.63	17.37	(0.26)	5.34	-69.3%
All other governmental	88.88	32.20	6.76	8.00	-75.2%
Water/sewer/storm/st lights	479.70	229.86	133.49	263.75	14.7%
Electric (enterprise)	1,231.58	118.84	-	-	-100.0%
Com Dev (enterprise)	18.84	0.65	-	-	-100.0%
All other enterprise operations	113.69	26.92	-	-	-100.0%
Total All Funds	\$ 2,525.71	\$ 1,246.99	\$ 758.82	\$ 968.73	-22.3%

Shoreview is below average in all categories except TIF revenue, charges for service and utility revenue (for water, sewer, surface water and street lighting).

- Shoreview's assessment revenue per capita is 83% below average, likely due to the limited use of this financing mechanism in Shoreview
- Shoreview's receives less state aid per capita than all comparison cities except Chanhassen
- Charges for service revenue are higher due to the combined impact of community center memberships/admissions, and recreation program fees
- Utility revenue is higher in Shoreview in part due to differences in how cities collect revenue for surface water management and street lighting (both are utility funds in Shoreview)

The highest amount of taxes levied per capita is Golden Valley, at \$773.67. The lowest is White Bear Lake at \$177.76. The average tax per capita is \$417.95, with Shoreview at \$345.37 (17.4% below average).

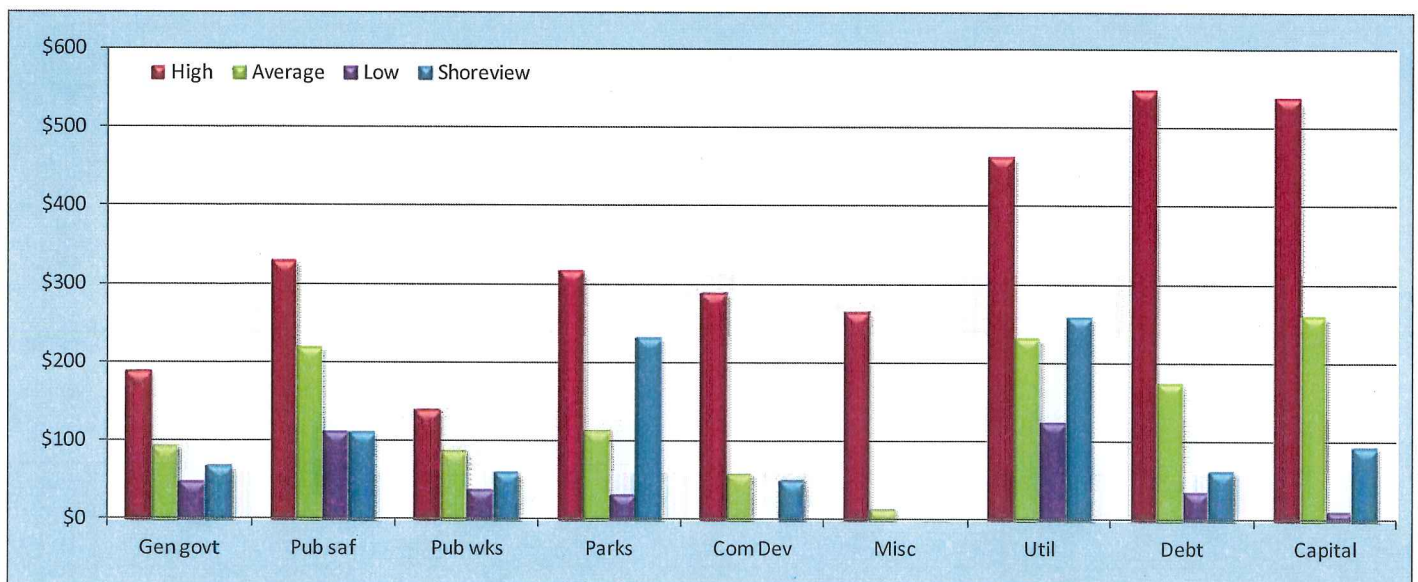
Expense per capita by program area is presented in the table and graph below.

Spending Per Capita by Source					Shoreview to Average
	High	Average	Low	Shoreview	
General government	\$ 190.81	\$ 94.20	\$ 50.02	\$ 69.47	-26.3%
Public safety	330.85	220.10	111.96	111.96	-49.1%
Public works	140.97	88.88	38.84	62.59	-29.6%
Parks & recreation	317.01	114.90	34.54	233.38	103.1%
Commun devel/EDA/HRA/Hous	288.51	60.29	-	52.61	-12.7%
All other governmental	264.44	16.29	-	3.44	-78.9%
Water/sewer/storm/st lights	462.89	232.08	124.30	259.75	11.9%
Electric	1,163.02	109.76	-	-	-100.0%
All other enterprise operations	119.33	22.65	-	-	-100.0%
Debt payments	546.72	175.20	38.75	65.17	-62.8%
Capital outlay	536.32	260.67	14.00	95.54	-63.3%
Total All Funds	\$ 2,753.72	\$ 1,395.03	\$ 760.05	\$ 953.92	-31.6%

Shoreview is below average in all activity areas except parks (due to community center and recreation program spending, which is primarily supported by user fees and membership revenue), and utility funds (water, sewer, surface water and street lighting combined).

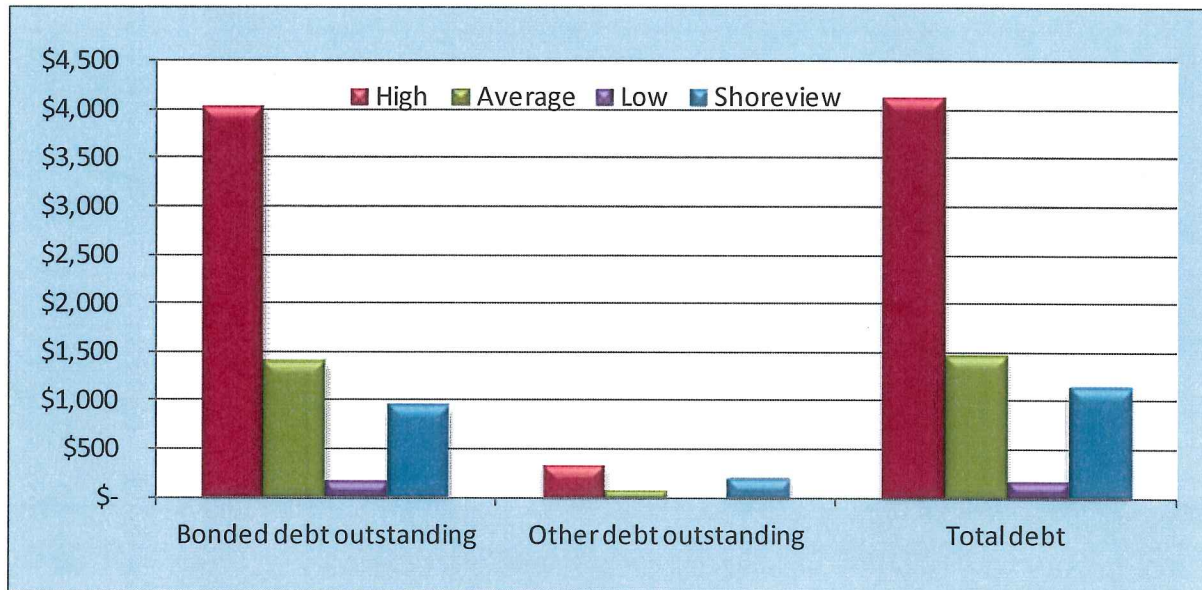
- Shoreview's public safety spending continues to be the lowest among comparison cities, due to the manner in which the City provides police and fire protection (through contracts with Ramsey County for police and Lake Johanna Fire Department for fire)
- Parks spending is higher due to the community center and recreation programs
- Utility spending is higher in Shoreview in part due to differences in how cities account for surface water management and street lighting (both are utility funds in Shoreview)
- Total spending per capita is 31.6% below average

The graph below provides the same information (excluding electric enterprise and other enterprise operations).



Debt Per Capita for Shoreview and comparison cities is provided in the table below. Shoreview's outstanding bonded debt is 33% below average, and total debt is 23% below average. Other debt in Shoreview includes the certificates of participation for the community center addition.

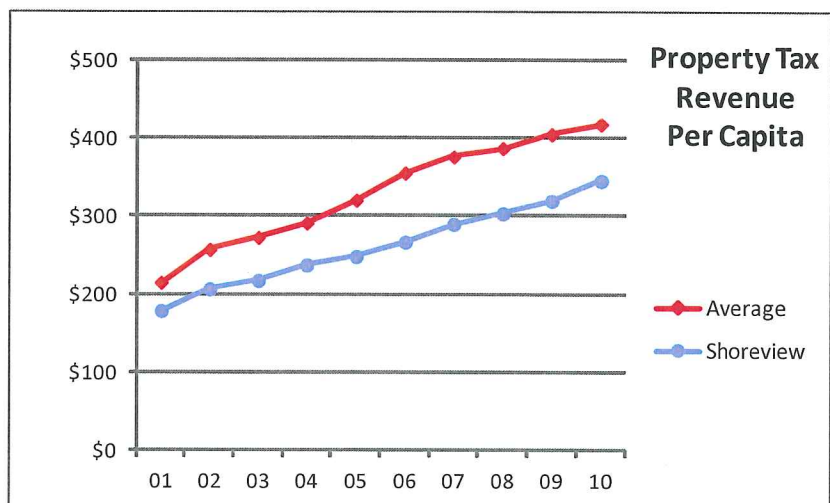
Debt Per Capita					Shoreview to Average
	High	Average	Low	Shoreview	
Bonded debt outstanding	\$ 4,025	\$ 1,394	\$ 146	\$ 936	-32.8%
Other debt outstanding	335	63	-	187	194.7%
Total debt	\$ 4,132	\$ 1,458	\$ 148	\$ 1,123	-22.9%



The illustrations on the next 3 pages show how a selected number of these statistics have changed over the past 10 years, comparing Shoreview to the average in each instance. Shoreview is represented by the blue line, and the average for comparison cities is shown in red.

Property Tax Revenue Per Capita

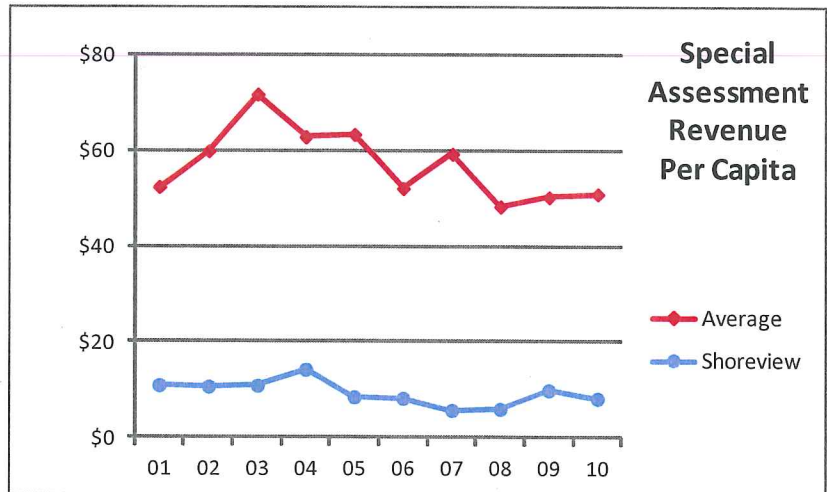
Year	Average	Shoreview	Shoreview % of Average
2001	\$ 214.50	\$ 178.35	83.1%
2002	\$ 256.86	\$ 206.20	80.3%
2003	\$ 272.25	\$ 217.24	79.8%
2004	\$ 290.96	\$ 237.15	81.5%
2005	\$ 320.32	\$ 248.16	77.5%
2006	\$ 355.38	\$ 266.90	75.1%
2007	\$ 376.09	\$ 289.70	77.0%
2008	\$ 387.00	\$ 303.32	78.4%
2009	\$ 405.01	\$ 319.72	78.9%
2010	\$ 417.95	\$ 345.37	82.6%



Shoreview has kept pace with comparison cities on property taxes per capita.

Special Assessment Revenue Per Capita

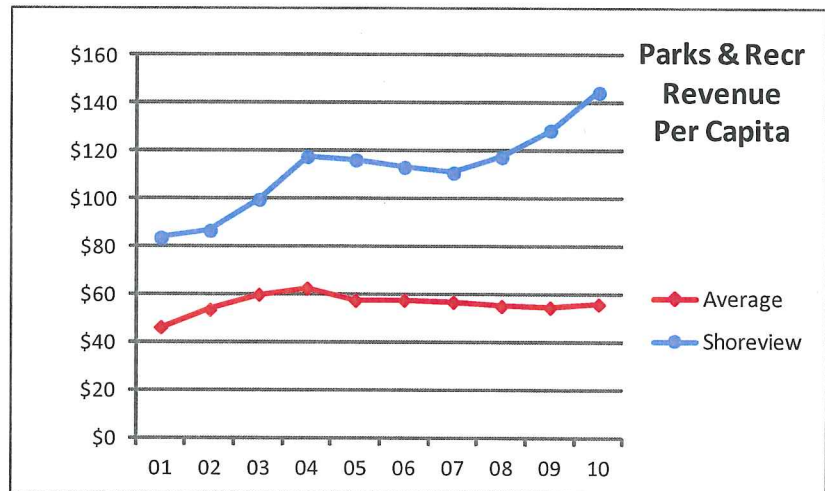
Year	Average	Shoreview	Shoreview % of Average
2001	\$ 52.32	\$ 11.01	21.0%
2002	\$ 59.84	\$ 10.74	17.9%
2003	\$ 71.62	\$ 10.96	15.3%
2004	\$ 62.80	\$ 14.30	22.8%
2005	\$ 63.28	\$ 8.62	13.6%
2006	\$ 52.06	\$ 8.35	16.0%
2007	\$ 59.24	\$ 5.84	9.9%
2008	\$ 48.30	\$ 6.11	12.7%
2009	\$ 50.27	\$ 10.05	20.0%
2010	\$ 50.90	\$ 8.32	16.3%



Special assessment revenue per capita in Shoreview has held relatively constant and remains significantly below average in all years.

Parks & Recreation Revenue Per Capita

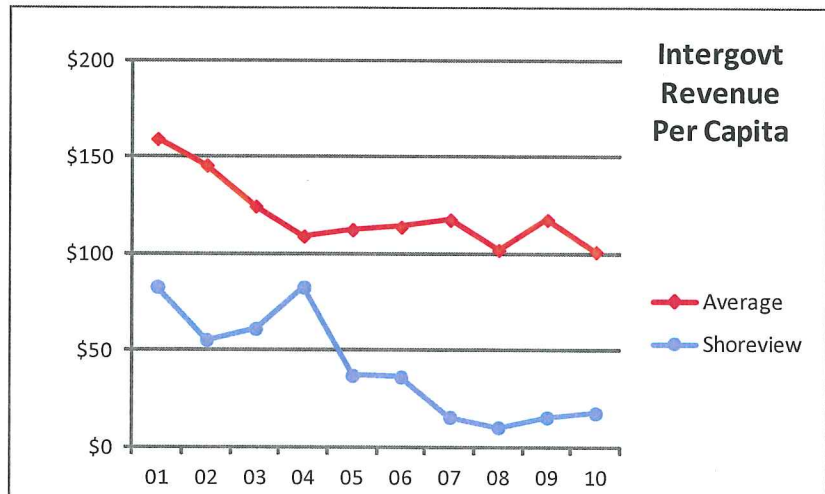
Year	Average	Shoreview	Shoreview % of Average
2001	\$ 46.16	\$ 83.66	181.2%
2002	\$ 53.54	\$ 86.62	161.8%
2003	\$ 59.90	\$ 99.68	166.4%
2004	\$ 62.49	\$ 117.65	188.3%
2005	\$ 57.46	\$ 116.30	202.4%
2006	\$ 57.61	\$ 113.24	196.6%
2007	\$ 56.84	\$ 110.97	195.2%
2008	\$ 55.16	\$ 117.55	213.1%
2009	\$ 54.58	\$ 128.72	235.8%
2010	\$ 55.96	\$ 144.62	258.4%



Parks and recreation fees per capita continue to rise in Shoreview, while the average for comparison cities has held relatively constant.

Intergovernmental Revenue Per Capita

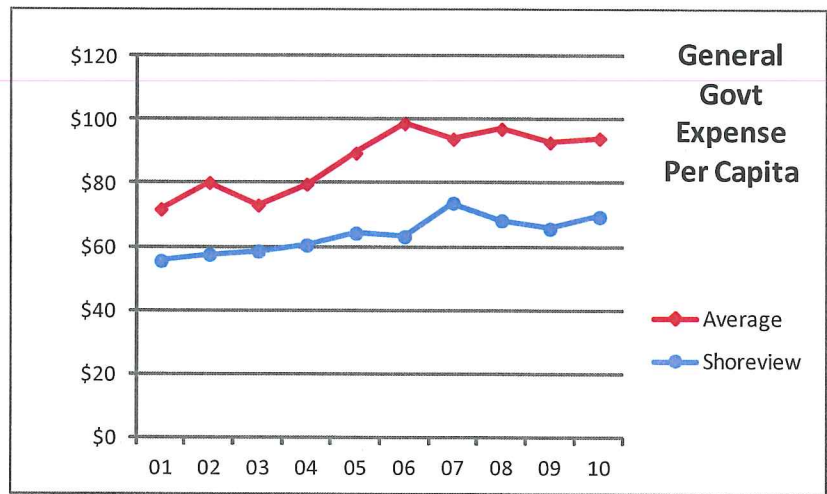
Year	Average	Shoreview	Shoreview % of Average
2001	\$ 159.20	\$ 82.86	52.0%
2002	\$ 145.53	\$ 55.40	38.1%
2003	\$ 124.44	\$ 61.26	49.2%
2004	\$ 108.98	\$ 82.66	75.8%
2005	\$ 112.44	\$ 37.13	33.0%
2006	\$ 113.89	\$ 36.35	31.9%
2007	\$ 117.56	\$ 15.67	13.3%
2008	\$ 102.07	\$ 10.39	10.2%
2009	\$ 117.69	\$ 15.61	13.3%
2010	\$ 101.15	\$ 17.89	17.7%



Shoreview has received significantly less state aid per capita than average.

General Government Expense Per Capita

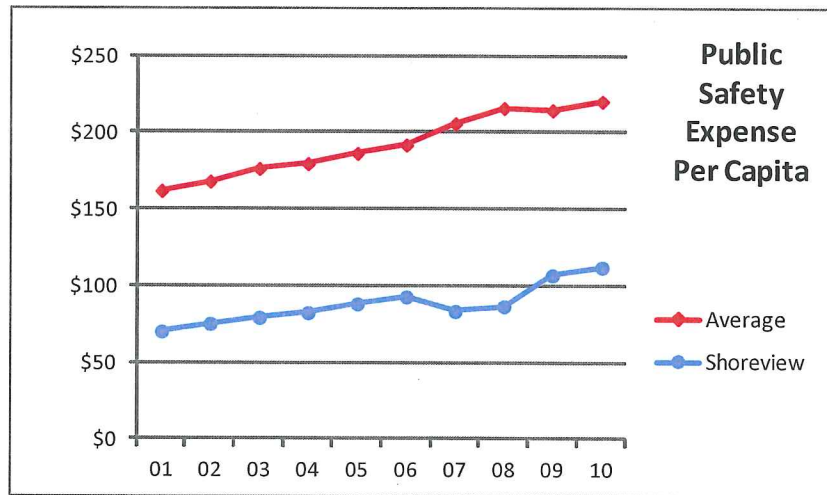
Year	Average	Shoreview	Shoreview % of Average
2001	\$ 71.74	\$ 55.47	77.3%
2002	\$ 80.02	\$ 57.46	71.8%
2003	\$ 72.98	\$ 58.50	80.2%
2004	\$ 79.62	\$ 60.47	75.9%
2005	\$ 89.47	\$ 64.25	71.8%
2006	\$ 98.77	\$ 63.18	64.0%
2007	\$ 93.91	\$ 73.77	78.6%
2008	\$ 97.14	\$ 68.30	70.3%
2009	\$ 92.89	\$ 65.74	70.8%
2010	\$ 94.20	\$ 69.47	73.7%



General government spending per capita has remained consistent compared to the average.

Public Safety Expense Per Capita

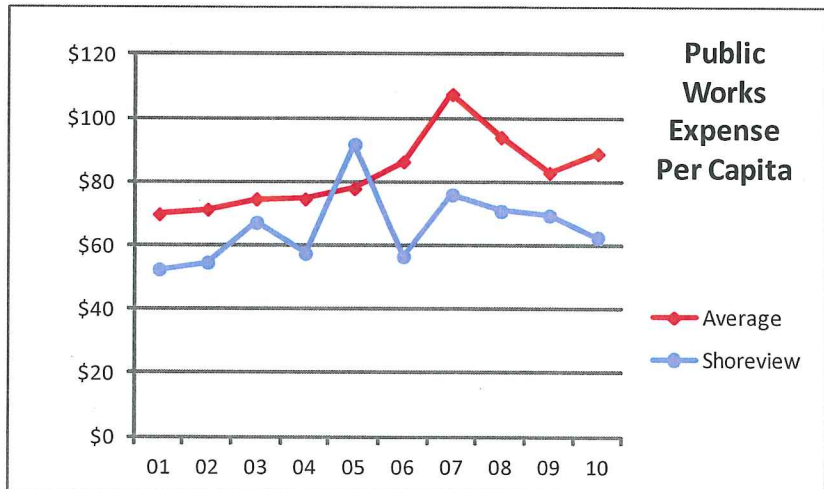
Year	Average	Shoreview	Shoreview % of Average
2001	\$ 161.55	\$ 69.83	43.2%
2002	\$ 167.73	\$ 74.96	44.7%
2003	\$ 175.97	\$ 78.98	44.9%
2004	\$ 179.32	\$ 82.10	45.8%
2005	\$ 186.12	\$ 87.89	47.2%
2006	\$ 191.67	\$ 92.61	48.3%
2007	\$ 205.60	\$ 83.17	40.5%
2008	\$ 215.73	\$ 86.42	40.1%
2009	\$ 214.41	\$ 106.84	49.8%
2010	\$ 220.10	\$ 111.96	50.9%



Public safety spending per capita has remained consistent compared to the average.

Public Works Expense Per Capita

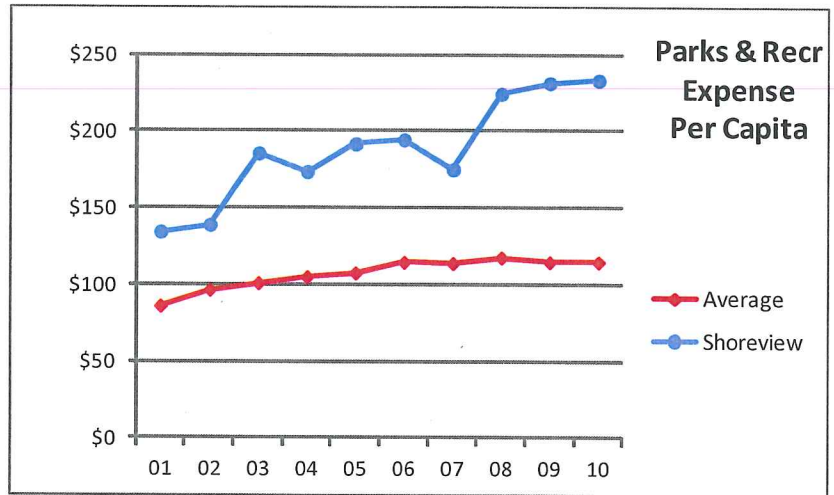
Year	Average	Shoreview	Shoreview % of Average
2001	\$ 69.72	\$ 52.38	75.1%
2002	\$ 71.24	\$ 54.59	76.6%
2003	\$ 74.48	\$ 67.11	90.1%
2004	\$ 74.56	\$ 57.45	77.1%
2005	\$ 77.83	\$ 91.67	117.8%
2006	\$ 86.28	\$ 56.50	65.5%
2007	\$ 107.43	\$ 75.93	70.7%
2008	\$ 94.02	\$ 70.79	75.3%
2009	\$ 82.90	\$ 69.46	83.8%
2010	\$ 88.88	\$ 62.59	70.4%



Public works spending per capita has remained relatively consistent compared to the average, with some fluctuation due to the amount of sealcoating each year.

Parks & Recreation Expense Per Capita

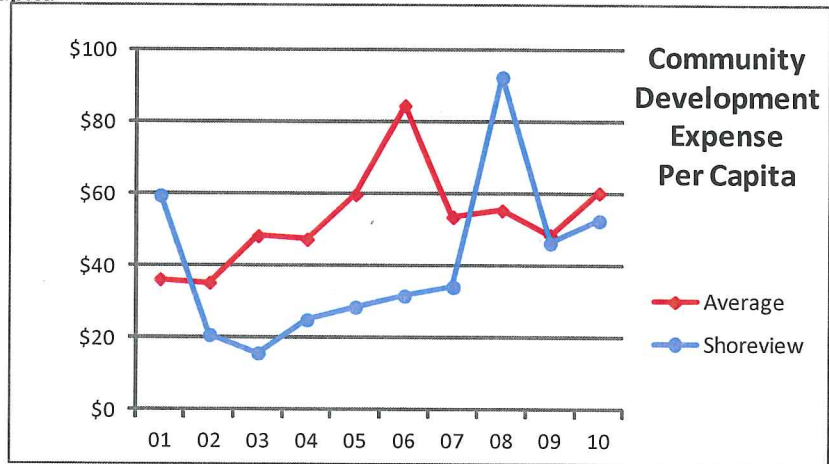
Year	Average	Shoreview	Shoreview % of Average
2001	\$ 86.00	\$ 134.23	156.1%
2002	\$ 96.45	\$ 138.88	144.0%
2003	\$ 100.95	\$ 185.42	183.7%
2004	\$ 104.91	\$ 173.49	165.4%
2005	\$ 107.56	\$ 191.64	178.2%
2006	\$ 114.61	\$ 194.38	169.6%
2007	\$ 113.98	\$ 175.05	153.6%
2008	\$ 117.68	\$ 224.47	190.7%
2009	\$ 114.80	\$ 231.52	201.7%
2010	\$ 114.90	\$ 233.38	203.1%



Parks and recreation spending per capital continues to exceed the average (due to community center and recreation program costs).

Community Development Expense Per Capita

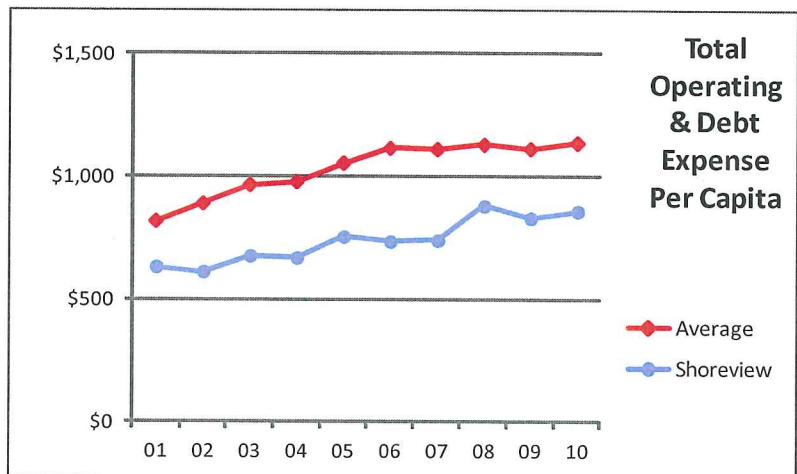
Year	Average	Shoreview	Shoreview % of Average
2001	\$ 36.18	\$ 59.42	164.2%
2002	\$ 35.24	\$ 20.78	59.0%
2003	\$ 48.26	\$ 15.74	32.6%
2004	\$ 47.30	\$ 24.99	52.8%
2005	\$ 59.75	\$ 28.55	47.8%
2006	\$ 84.41	\$ 31.67	37.5%
2007	\$ 53.61	\$ 34.18	63.8%
2008	\$ 55.43	\$ 92.38	166.7%
2009	\$ 48.65	\$ 46.39	95.4%
2010	\$ 60.29	\$ 52.61	87.3%



Community development spending per capita has varied compared to averages. The high in 2008 is the result of assistance for Par Systems.

Operating & Debt Expense Per Capita

Year	Average	Shoreview	Shoreview % of Average
2001	\$ 815.18	\$ 630.45	77.3%
2002	\$ 887.23	\$ 610.45	68.8%
2003	\$ 963.31	\$ 675.23	70.1%
2004	\$ 975.21	\$ 667.29	68.4%
2005	\$ 1,052.05	\$ 753.81	71.7%
2006	\$ 1,113.18	\$ 734.24	66.0%
2007	\$ 1,108.30	\$ 739.33	66.7%
2008	\$ 1,126.69	\$ 879.77	78.1%
2009	\$ 1,110.50	\$ 830.16	74.8%
2010	\$ 1,134.36	\$ 858.38	75.7%



Total spending per capita (for operating and debt payment combined) continues to be low compared to average.

Additional information and analysis of the State Auditor data will be provided to the City Council during the budget process later this year.

Monthly Report

The monthly financial report for all operating funds for the month of May is attached.

General Fund
For Year 2012 Through The Month Of May

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Property Taxes	6,467,060		6,467,060		
Licenses & Permits	292,750	250,595	42,155	85.60	61.72
Intergovernmental	183,002	82,905	100,097	45.30	44.73
Charges for Services	1,164,450	209,280	955,170	17.97	10.19
Fines & Forfeits	62,000	15,047	46,953	24.27	21.48
Interest Earnings	45,000		45,000		
Miscellaneous	35,160	19,304	15,856	54.90	57.31
TOTAL REVENUES	8,249,422	577,131	7,672,291	7.00	4.86
EXPENDITURES					
General Government					
Administration	537,154	185,372	351,782	34.51	37.14
Communications	171,288	43,494	127,795	25.39	43.30
Council & commiss	140,231	75,935	64,296	54.15	53.00
Elections	34,453	113	34,340	.33	
Finance/accounting	541,508	214,489	327,019	39.61	37.66
Human Resources	248,382	80,450	167,932	32.39	35.23
Information systems	312,594	129,063	183,531	41.29	40.13
Legal	100,000	33,598	66,402	33.60	16.90
Total General Government	2,085,610	762,513	1,323,097	36.56	37.94
Public Safety					
Emergency services	7,333	2,219	5,114	30.26	22.59
Fire	854,900	430,957	423,943	50.41	49.97
Police	1,858,994	691,086	1,167,908	37.18	36.02
Total Public Safety	2,721,227	1,124,262	1,596,965	41.31	40.27
Public Works					
Forestry/nursery	75,596	16,021	59,575	21.19	12.74
Pub Works Adm/Engin	433,056	149,538	283,518	34.53	36.72
Streets	769,973	213,722	556,251	27.76	28.82
Trail mgmt	121,384	20,834	100,550	17.16	17.38
Total Public Works	1,400,009	400,116	999,893	28.58	29.31
Parks and Recreation					
Municipal buildings	126,119	8,913	117,206	7.07	7.88
Park Maintenance	1,117,133	314,981	802,152	28.20	26.69
Park/Recreation Adm	345,201	129,430	215,771	37.49	38.45
Total Parks and Recreation	1,588,453	453,325	1,135,128	28.54	28.52
Community Develop					
Building Inspection	151,486	55,563	95,923	36.68	34.52
Planning/zoning adm	382,837	132,552	250,285	34.62	31.84
Total Community Develop	534,323	188,115	346,208	35.21	32.59

General Fund
For Year 2012 Through The Month Of May

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
TOTAL EXPENDITURES	8,329,622	2,928,330	5,401,292	35.16	34.91
OTHER					
Transfers In	481,000	46,250	434,750	9.62	9.66
Transfers Out	-400,800	-193,750	-207,050	48.34	48.40
TOTAL OTHER	80,200	-147,500	227,700	-183.92	-366.92
Net change in fund equity		-2,498,699	2,912,799		
Fund equity, beginning		3,976,412			
Fund equity, ending		1,477,713			
Less invested in capital assets					
Net available fund equity		1,477,713			

Recycling
For Year 2012 Through The Month Of May

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Intergovernmental	69,000		69,000		88.74
Charges for Services	451,300	11,843	439,457	2.62	3.26
TOTAL REVENUES	520,300	11,843	508,457	2.28	14.32
EXPENDITURES					
Public Works					
Recycling	489,474	122,190	367,284	24.96	25.79
Total Public Works	489,474	122,190	367,284	24.96	25.79
TOTAL EXPENDITURES	489,474	122,190	367,284	24.96	25.79
Net change in fund equity	30,826	-110,347	141,173		
Fund equity, beginning		114,960			
Fund equity, ending		4,613			
Less invested in capital assets					
Net available fund equity		4,613			

STD Self Insurance
For Year 2012 Through The Month Of May

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Charges for Services	7,500	3,140	4,360	41.87	41.31
Interest Earnings	600		600		
TOTAL REVENUES	8,100	3,140	4,960	38.77	36.45
EXPENDITURES					
Miscellaneous					
Short-term Disab	8,000	5,049	2,951	63.11	77.61
Total Miscellaneous	8,000	5,049	2,951	63.11	77.61
TOTAL EXPENDITURES	8,000	5,049	2,951	63.11	77.61
Net change in fund equity	100	-1,909	2,009		
Fund equity, beginning		41,503			
Fund equity, ending		39,594			
Less invested in capital assets					
Net available fund equity		39,594			

Community Center
For Year 2012 Through The Month Of May

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Charges for Services	2,269,985	921,026	1,348,959	40.57	42.66
Interest Earnings	8,000		8,000		
Miscellaneous		20	-20		
TOTAL REVENUES	2,277,985	921,046	1,356,939	40.43	42.45
EXPENDITURES					
Parks and Recreation					
Community center	2,445,989	943,975	1,502,014	38.59	36.40
Total Parks and Recreation	2,445,989	943,975	1,502,014	38.59	36.40
Capital Outlay					
Community center	12,930		12,930		
Total Capital Outlay	12,930		12,930		
TOTAL EXPENDITURES	2,458,919	943,975	1,514,944	38.39	36.40
OTHER					
Transfers In	300,000	125,000	175,000	41.67	41.67
TOTAL OTHER	300,000	125,000	175,000	41.67	41.67
Net change in fund equity	119,066	102,071	16,995		
Fund equity, beginning		828,287			
Fund equity, ending		930,358			
Less invested in capital assets					
Net available fund equity		930,358			

Recreation Programs
For Year 2012 Through The Month Of May

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Charges for Services	1,277,740	485,454	792,286	37.99	40.29
Interest Earnings	4,600		4,600		
Miscellaneous		159	-159		
TOTAL REVENUES	1,282,340	485,613	796,727	37.87	40.13
EXPENDITURES					
Parks and Recreation					
Adult & youth sports	109,238	27,638	81,600	25.30	26.07
Aquatics	129,694	44,684	85,010	34.45	34.28
Community programs	99,102	37,341	61,761	37.68	30.39
Drop-in Child Care	67,409	24,459	42,950	36.28	46.46
Fitness Programs	198,987	80,742	118,245	40.58	38.33
Park/Recreation Adm	331,258	118,216	213,042	35.69	30.67
Preschool Programs	73,656	34,656	39,000	47.05	46.46
Summer Discovery	167,245	4,348	162,897	2.60	1.38
Youth/Teen	70,213	21,296	48,917	30.33	29.88
Total Parks and Recreation	1,246,802	393,379	853,423	31.55	29.37
TOTAL EXPENDITURES	1,246,802	393,379	853,423	31.55	29.37
OTHER					
Transfers In	65,000		65,000		
Transfers Out	-75,000	-31,250	-43,750	41.67	41.67
TOTAL OTHER	-10,000	-31,250	21,250	312.50	583.33
Net change in fund equity	25,538	60,983	52,055		
Fund equity, beginning		545,206			
Fund equity, ending		606,189			
Less invested in capital assets					
Net available fund equity		606,189			

Cable Television
For Year 2012 Through The Month Of May

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	280,000	72,451	207,549	25.88	25.83
Interest Earnings	1,800		1,800		
Miscellaneous	1,200	400	800	33.33	25.00
TOTAL REVENUES	283,000	72,851	210,149	25.74	25.54
EXPENDITURES					
General Government					
Cable television	165,095	82,189	82,906	49.78	54.51
Total General Government	165,095	82,189	82,906	49.78	54.51
TOTAL EXPENDITURES	165,095	82,189	82,906	49.78	54.51
OTHER					
Transfers Out	-121,950	-46,250	-75,700	37.93	29.60
TOTAL OTHER	-121,950	-46,250	-75,700	37.93	29.60
Net change in fund equity	-4,045	-55,588	202,943		
Fund equity, beginning		215,665			
Fund equity, ending		160,077			
Less invested in capital assets					
Net available fund equity		160,077			

Econ Devel Auth/EDA
For Year 2012 Through The Month Of May

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Property Taxes	55,000		55,000		
TOTAL REVENUES	55,000		55,000		
EXPENDITURES					
Community Develop					
Econ Development-HRA	49,783	17,892	31,891	35.94	41.21
Total Community Develop	49,783	17,892	31,891	35.94	41.21
TOTAL EXPENDITURES	49,783	17,892	31,891	35.94	41.21
Net change in fund equity	5,217	-17,892	23,109		
Fund equity, beginning		185,524			
Fund equity, ending		167,632			
Less invested in capital assets					
Net available fund equity		167,632			

HRA Programs of EDA
For Year 2012 Through The Month Of May

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	70,000		70,000		
TOTAL REVENUES	70,000		70,000		
EXPENDITURES					
Community Develop					
Housing Programs-HRA	53,726	15,020	38,706	27.96	48.99
Total Community Develop	53,726	15,020	38,706	27.96	48.99
TOTAL EXPENDITURES	53,726	15,020	38,706	27.96	48.99
Net change in fund equity	16,274	-15,020	31,294		
Fund equity, beginning		35,700			
Fund equity, ending		20,680			
Less invested in capital assets					
Net available fund equity		20,680			

Liability Claims
For Year 2012 Through The Month Of May

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Interest Earnings	2,200		2,200		
Miscellaneous	20,000	557	19,443	2.78	
TOTAL REVENUES	22,200	557	21,643	2.51	
EXPENDITURES					
Miscellaneous					
Insurance Claims	32,000	1,415	30,585	4.42	43.79
Total Miscellaneous	32,000	1,415	30,585	4.42	43.79
TOTAL EXPENDITURES	32,000	1,415	30,585	4.42	43.79
Net change in fund equity	-9,800	-858	-8,942		
Fund equity, beginning		192,054			
Fund equity, ending		191,196			
Less invested in capital assets					
Net available fund equity		191,196			

Slice SV Event
For Year 2012 Through The Month Of May

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Charges for Services	22,000	18,173	3,827	82.60	87.48
Miscellaneous	25,000	16,270	8,730	65.08	73.55
TOTAL REVENUES	47,000	34,443	12,557	73.28	79.88
EXPENDITURES					
General Government					
Slice of Shoreview	57,200	8,369	48,831	14.63	19.51
Total General Government	57,200	8,369	48,831	14.63	19.51
TOTAL EXPENDITURES	57,200	8,369	48,831	14.63	19.51
OTHER					
Transfers In	10,000		10,000		150.00
TOTAL OTHER	10,000		10,000		150.00
Net change in fund equity	-200	26,074	-26,274		
Fund equity, beginning		52,558			
Fund equity, ending		78,632			
Less invested in capital assets					
Net available fund equity		78,632			

Water Fund
For Year 2012 Through The Month Of May

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Intergovernmental	13,200	6,683	6,517	50.63	
Utility Charges	2,464,000	704,511	1,759,489	28.59	25.45
Late fees		13,254	-13,254		
Water meters	2,800	3,709	-909	132.46	30.83
Other prop charges	2,000	5,788	-3,788	289.38	69.42
Interest Earnings	55,000	37	54,963	.07	
TOTAL REVENUES	2,537,000	733,982	1,803,018	28.93	25.42
EXPENDITURES					
Proprietary					
Water Operations	1,455,461	401,533	1,053,928	27.59	26.35
Total Proprietary	1,455,461	401,533	1,053,928	27.59	26.35
TOTAL EXPENDITURES	1,455,461	401,533	1,053,928	27.59	26.35
OTHER					
Depreciation	-630,000	-262,500	-367,500	41.67	41.67
Transfers Out	-240,000		-240,000		
GO Revenue Bonds	-184,287	-100,186	-84,101	54.36	47.41
TOTAL OTHER	-1,054,287	-362,686	-691,601	34.40	33.45
Net change in fund equity	27,252	-30,237	1,440,692		
Fund equity, beginning		12,445,554			
Fund equity, ending		12,415,317			
Less invested in capital assets		9,427,325			
Net available fund equity		2,987,992			

Sewer Fund
For Year 2012 Through The Month Of May

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Intergovernmental	10,515	5,324	5,191	50.64	
Charges for Services	200	213	-13	106.43	33.45
Utility Charges	3,500,000	1,375,078	2,124,922	39.29	38.78
Late fees		25,049	-25,049		
Facility/area chgs	4,000	2,038	1,962	50.94	79.09
Other prop charges	2,500	4,800	-2,300	192.00	262.88
Interest Earnings	25,000	30	24,970	.12	
TOTAL REVENUES	3,542,215	1,412,532	2,129,683	39.88	39.24
EXPENDITURES					
Proprietary					
Sewer Operations	2,942,296	1,094,929	1,847,367	37.21	37.35
Total Proprietary	2,942,296	1,094,929	1,847,367	37.21	37.35
TOTAL EXPENDITURES	2,942,296	1,094,929	1,847,367	37.21	37.35
OTHER					
Depreciation	-300,000	-125,000	-175,000	41.67	41.67
Transfers Out	-188,000		-188,000		
GO Revenue Bonds	-72,843	-38,011	-34,832	52.18	37.60
TOTAL OTHER	-560,843	-163,011	-397,832	29.07	27.02
Net change in fund equity	39,076	154,592	680,149		
Fund equity, beginning		7,284,108			
Fund equity, ending		7,438,700			
Less invested in capital assets		4,725,848			
Net available fund equity		2,712,852			

Surface Water Mgmt
For Year 2012 Through The Month Of May

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Intergovernmental	3,815	1,932	1,883	50.63	
Utility Charges	1,056,000	412,002	643,998	39.02	38.98
Late fees		5,912	-5,912		
Lake Impr Dist chgs	48,462	12,854	35,608	26.52	51.37
Other prop charges	5,000	2,870	2,130	57.40	57.20
Interest Earnings	24,000	11	23,989	.05	
TOTAL REVENUES	1,137,277	435,580	701,697	38.30	39.27
EXPENDITURES					
Proprietary					
Snail Lake Aug.	33,367	7,004	26,363	20.99	7.26
Surface Water Oper	726,866	122,236	604,630	16.82	24.50
Total Proprietary	760,233	129,240	630,993	17.00	23.68
TOTAL EXPENDITURES	760,233	129,240	630,993	17.00	23.68
OTHER					
Contributed Assets		20,231	-20,231		
Depreciation	-218,000	-90,830	-127,170	41.67	41.67
Transfers Out	-107,000		-107,000		
GO Revenue Bonds	-85,602	-45,382	-40,220	53.01	47.40
TOTAL OTHER	-410,602	-115,981	-294,621	28.25	32.80
Net change in fund equity	-33,558	190,360	324,863		
Fund equity, beginning		7,384,772			
Fund equity, ending		7,575,132			
Less invested in capital assets		6,135,855			
Net available fund equity		1,439,277			

Street Light Utility
For Year 2012 Through The Month Of May

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Utility Charges	456,000	179,130	276,870	39.28	39.46
Late fees		2,514	-2,514		
Interest Earnings	2,500		2,500		
Miscellaneous	500		500		
TOTAL REVENUES	459,000	181,644	277,356	39.57	39.71
EXPENDITURES					
Proprietary					
Street lighting	251,740	66,044	185,696	26.23	32.54
Total Proprietary	251,740	66,044	185,696	26.23	32.54
Capital Outlay					
Capital Projects		994	-994		
Total Capital Outlay		994	-994		
TOTAL EXPENDITURES	251,740	67,038	184,702	26.63	32.54
OTHER					
Depreciation	-40,000	-16,665	-23,335	41.66	41.67
Transfers Out	-15,600		-15,600		
TOTAL OTHER	-55,600	-16,665	-38,935	29.97	32.71
Net change in fund equity	151,660	97,941	131,589		
Fund equity, beginning		749,937			
Fund equity, ending		847,878			
Less invested in capital assets		432,561			
Net available fund equity		415,317			

Central Garage Fund
For Year 2012 Through The Month Of May

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
REVENUES					
Property Taxes	216,000		216,000		
Intergovernmental	120,715	43,371	77,344	35.93	
Cent Garage chgs	1,137,680	814	1,136,866	.07	.11
Interest Earnings	22,000	225	21,775	1.02	
TOTAL REVENUES	1,496,395	44,410	1,451,985	2.97	6.42
EXPENDITURES					
Proprietary					
Central Garage Oper	576,564	236,819	339,745	41.07	36.35
Total Proprietary	576,564	236,819	339,745	41.07	36.35
Miscellaneous					
Other Expenses	8,000		8,000		
Total Miscellaneous	8,000		8,000		
Capital Outlay					
Central Garage Oper		126,143	-126,143		
Total Capital Outlay		126,143	-126,143		
TOTAL EXPENDITURES	584,564	362,962	221,602	62.09	61.90
OTHER					
Sale of Asset	20,000	1,643	18,358	8.21	111.07
Transfers In	180,600		180,600		
Depreciation	-673,000	-280,415	-392,585	41.67	41.67
GO CIP Bonds	-247,157	-124,341	-122,816	50.31	89.16
TOTAL OTHER	-719,557	-403,114	-316,443	56.02	66.88
Net change in fund equity	192,274	-721,667	1,944,742		
Fund equity, beginning		3,713,231			
Fund equity, ending		2,991,564			
Less invested in capital assets		3,228,575			
Net available fund equity		-237,011			

INVESTMENT SCHEDULE BY SECURITY TYPE
AS OF 05-31-12

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
<hr/>							
CERTIFICATE DEPOSIT							
<hr/>							
1,075	Morgan Stanley Smith Barney LLC	CD	1,097	07-22-09	07-23-12	150,000.00	2.445500
1,076	Morgan Stanley Smith Barney LLC	CD	1,097	07-22-09	07-23-12	150,000.00	2.395600
1,077	Morgan Stanley Smith Barney LLC	CD	1,097	07-22-09	07-23-12	245,000.00	2.395600
1,143	Morgan Stanley Smith Barney LLC	CD	549	02-24-12	08-26-13	121,000.00	.548000
1,146	Morgan Stanley Smith Barney LLC	CD	550	03-02-12	09-03-13	128,000.00	.550000
1,145	Morgan Stanley Smith Barney LLC	CD	730	02-29-12	02-28-14	249,000.00	.550000
1,147	Morgan Stanley Smith Barney LLC	CD	730	03-07-12	03-07-14	249,000.00	.500000
1,148	Morgan Stanley Smith Barney LLC	CD	731	03-09-12	03-10-14	249,000.00	.650000
1,150	Morgan Stanley Smith Barney LLC	CD	730	03-28-12	03-28-14	249,000.00	.650000
1,141	Morgan Stanley Smith Barney LLC	CD	1,097	02-08-12	02-09-15	150,000.00	.998200
1,140	Morgan Stanley Smith Barney LLC	CD	1,461	02-08-12	02-08-16	248,000.00	1.149200
1,142	Morgan Stanley Smith Barney LLC	CD	1,461	02-08-12	02-08-16	248,000.00	1.299100
1,155	Morgan Stanley Smith Barney LLC	CD	1,461	05-16-12	05-16-16	98,000.00	1.250000
1,154	Morgan Stanley Smith Barney LLC	CD	1,645	05-16-12	11-16-16	248,000.00	1.300000
Total Number Of Investments: 14						2,782,000.00	

FEDERAL HOME LN BK

1,133	Morgan Stanley Smith Barney LLC	FH	3,653	10-12-11	10-12-2021	600,000.00	2.997500
Total Number Of Investments: 1						600,000.00	

FEDERAL NATL MTG

1,098	Wells Fargo Brokerage Services	FN	1,826	08-10-10	08-10-15	500,000.00	1.998900
1,122	Wells Fargo Brokerage Services	FN	1,607	03-17-11	08-10-15	462,000.00	2.044200
1,144	Dain Rauscher Investment Services	FN	1,782	02-24-12	01-10-17	501,423.23	2.688300
1,102	Dain Rauscher Investment Services	FN	32,63	08-25-10	07-27-2020	611,358.07	3.474700
1,105	Dain Rauscher Investment Services	FN	5,465	10-13-10	09-29-2025	661,980.00	4.174300
1,123	Dain Rauscher Investment Services	FN	-31,0	06-30-11	06-30-2026	1,000,000.00	4.829800
1,124	Dain Rauscher Investment Services	FN	5,479	06-30-11	06-30-2026	219,000.00	4.829800
1,130	Dain Rauscher Investment Services	FN	5,479	09-30-11	09-30-2026	500,000.00	4.663300
1,131	Dain Rauscher Investment Services	FN	5,479	09-30-11	09-30-2026	180,000.00	4.663300
1,134	Dain Rauscher Investment Services	FN	5,479	10-27-11	10-27-2026	1,000,000.00	4.163600
1,135	Dain Rauscher Investment Services	FN	5,479	10-27-11	10-27-2026	600,000.00	4.796500
1,152	Dain Rauscher Investment Services	FN	5,478	04-12-12	04-12-2027	1,000,000.00	4.231000
1,066	Dain Rauscher Investment Services	FN	-29,8	04-20-09	06-15-2027	549,528.74	6.434800
1,151	Dain Rauscher Investment Services	FN	7,305	03-29-12	03-29-2032	500,000.00	4.746800

INVESTMENT SCHEDULE BY SECURITY TYPE
AS OF 05-31-12

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
Total Number Of Investments: 14						8,285,290.04	
<hr/>							
FED HM MORTG POOL							
<hr/>							
1,149	Morgan Stanley Smith Barney LLC	HP	3,197	03-22-12	12-22-2020	550,000.00	2.583100
1,127	Dain Rauscher Investment Services	HP	3,653	07-29-11	07-29-2021	500,000.00	3.996700
1,132	Morgan Stanley Smith Barney LLC	HP	3,653	09-30-11	09-30-2021	500,000.00	3.197400
1,138	Dain Rauscher Investment Services	HP	3,653	12-15-11	12-15-2021	600,000.00	3.272300
1,139	Dain Rauscher Investment Services	HP	3,653	12-29-11	12-29-2021	600,000.00	3.247300
1,153	Morgan Stanley Smith Barney LLC	HP	32,59	05-10-12	02-28-2022	500,000.00	3.006800
1,096	Dain Rauscher Investment Services	HP	-32,1	07-27-10	07-27-2022	500,000.00	4.496900
1,110	Dain Rauscher Investment Services	HP	4,247	12-10-10	07-27-2022	602,400.00	4.640900
Total Number Of Investments: 8						4,352,400.00	
Sub-Total Of Investments:						16,019,690.04	
4M Municipal Money Mkt Fund						2,992,900.16	
2011 COP Debt Service Reserve						25,533.49	
GMHC Savings Acct USBank						30,695.78	
4M Fund - Hockey Escrow						2,002.26	
Western Asset Govt MM Fund						1,355,622.77	
GRAND TOTAL OF CASH & INVESTMENTS:						20,426,444.50	

TO: MAYOR, CITY COUNCIL AND CITY MANAGER
FROM: MARK J. MALONEY, PUBLIC WORKS DIRECTOR
DATE: JUNE 18, 2012
SUBJ: PUBLIC WORKS MONTHLY REPORT

ADMINISTRATIVE ACTIVITIES

The detailed plans for the public infrastructure improvements driven by the proposed Lakeview Terrace redevelopment are close to being complete. The coordination for this proposed redevelopment continues to be a major element of the administrative work program for the Department. The proposed staging and sequencing for the roadway and railway crossing improvements is in flux given the property owner's new schedule which estimates City approval of the redevelopment and financing plans in August. There is concern for attempting to start a project of this complexity/scale this late in the construction season; and it is now likely that the public road improvements will be done early next year and affect the property owner's desire to begin building construction.

It appears that motorists are adapting (as well as possible) to MnDOT's work on I-694 which includes the Lexington Avenue Bridge widening. The number of calls/complaints forwarded to the City has dropped off significantly and it appears that the efforts of both the City and MnDOT to communicate project information have been appreciated. We're expecting the Lexington Avenue Bridge work to be completed in the next 2 weeks.

Over the past few weeks the Department has been intensely involved with the review of the redevelopment proposal for the Sinclair Gas Station site located at Red Fox Road and Lexington Avenue. We have been assisting in the dialog with Ramsey County and are working to coordinate and leverage opportunities created by the redevelopment to improve Red Fox Road.

Environmental Services –

An Emerald Ash Borer (EAB) trunk injection demonstration is planned for June 20th in the Shoreview Commons area, where approximately 40 ash trees will be injected to prevent EAB infestations. The demonstration will give residents a firsthand look at how they can protect and preserve significant ash trees against the destructive EAB, using the most effective, research-proven method. The City is partnering with Arborjet, the company who developed the trunk injection insecticide. Arborjet committed to provide both materials and training for the demonstration.

Staff is inspecting properties for Emerald Ash Borer, Dutch elm disease, and oak wilt. Oaks will begin to show wilting symptoms soon if infected last year. Management of oak wilt typically involves more than one property owner so time is spent discussing management options and risks with neighbors.

All tree replacements from the Buffalo Lane road reconstruction have been completed.

The Environmental Quality Committee is now processing and judging several applications for the Green Community Award in 2012. In 2013, the Committee will unveil an expanded awards program to include broader aspects of sustainability.

Staff attended a forestry training in New Brighton on injecting trees for EAB and a workshop for storm water site assessments/best management practices.

2012 Spring Cleanup Day -

This year's Spring Cleanup Day served 585 Shoreview residents. The implementation of credit card payments as well as other logistical improvements helped to ensure residents had a reduced wait time. Staff continue to work with Arden Hills to create a more efficient event.

MAINTENANCE ACTIVITIES

Street Maintenance –

Street crews are continuing to prepare streets scheduled to be seal coated this summer. They are also preparing trails for seal coating. They are patching and crack filling. Small sections of trails have been removed and replaced. Street sweeping will continue throughout the summer as the weather permits.

Crews continue with sign replacement and repairs. They installed cross walks on Victoria St. in front of the Community Center. They set up speed trailers and traffic counters in different locations each week. Street crews have also been cleaning and repairing catch basins and other storm water infrastructure as needed. They have been removing trees as well as planting trees as necessary.

DOC Crews –

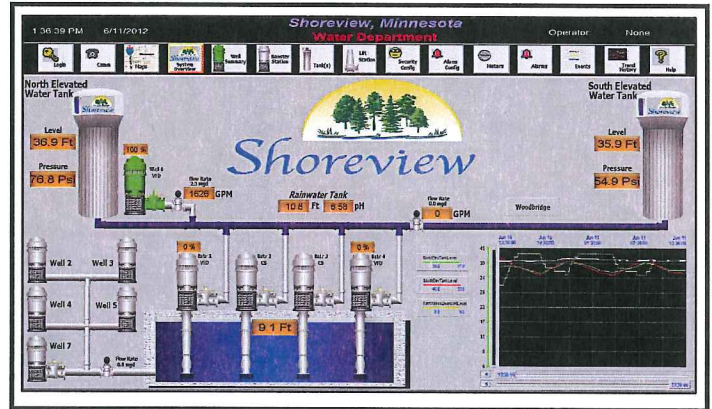
Crews spend time each day cleaning the Maintenance Facility. They are working in the parks and medians along 96. The crew has also been participating in crack filling operations.

Utilities Maintenance –

Utility Crews continue with their daily inspection and routine maintenance of all the wells, the lift stations, the booster station and the towers. They regularly mow and trim and clean up around each well, tower and the lift stations. They have been exercising gate valves, and repairing hydrants as necessary. Crews have repaired two sewer services and leaking gate valves. They continue jetting/cleaning segments of the sanitary sewer system as time permits.

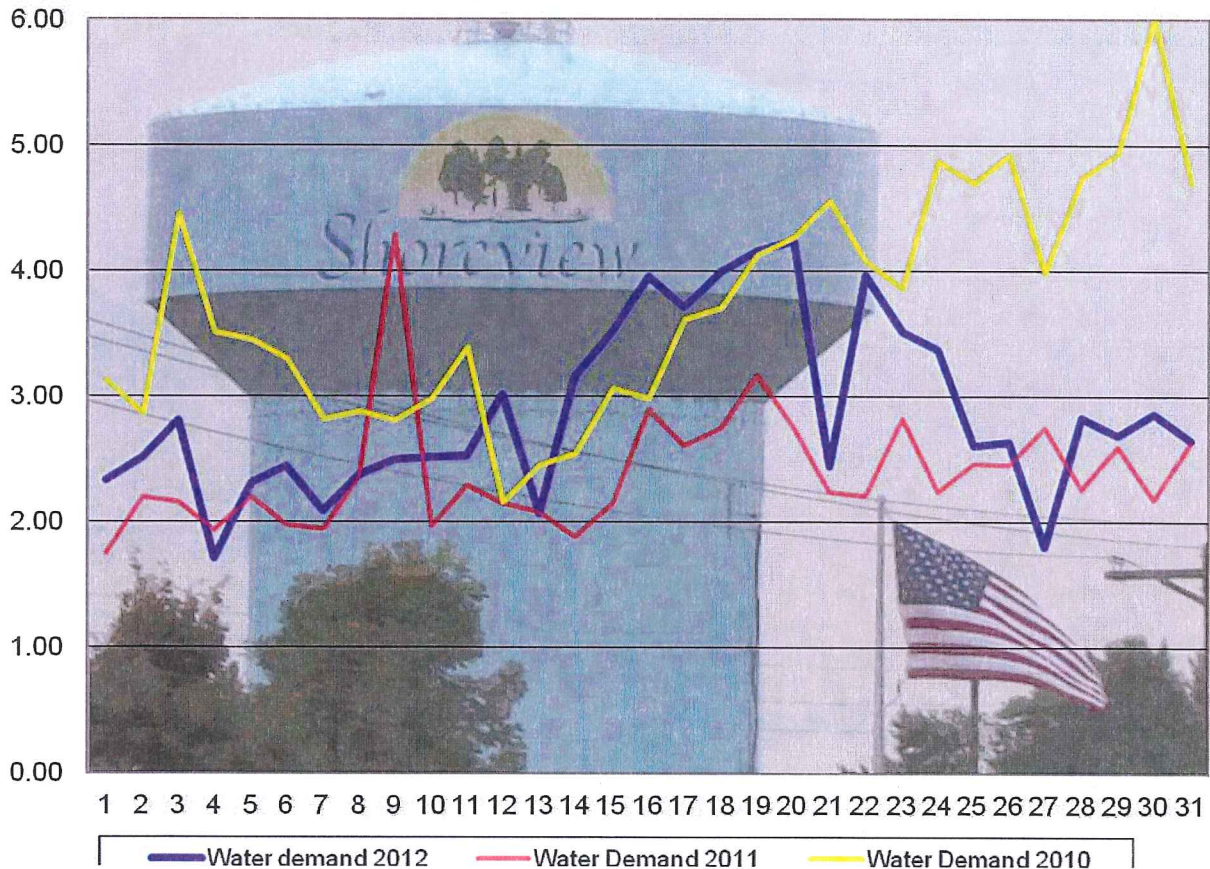
Utility crews are also responsible for marking City utilities in proposed excavation areas. Crews respond daily as locations are requested.

On the next page the chart shows historic water production for the month of May in 2010, 2011 and 2012.



Water production/demand will begin to peak in the next couple of months.

Historic Water Demand for May



PROJECT UPDATES

Tanglewood/Victoria Street Rehabilitation, Project 11-08

The Contractor has been working to complete punch list items that remain, which should be completed by the end of the month. City crews installed the crosswalks on Victoria and at the entrance to the City Hall/Community Center campus.

Buffalo Lane Reconstruction, Project 11-09

All items have been completed and final payment was made to the Contractor. The property Assessment Hearing will be scheduled in September 2012.

Floral/Demar/County Road F Neighborhood Reconstruction, Project 12-01

Xcel Energy is replacing the gas main on County Rd. F and Demar Ave. C. W. Houle has set up the temporary water on County Rd. F and Demar Ave and will begin the installation of the new watermain the week of June 18th. Storm sewer is being installed at the north end of Richmond Ave.

Water System Improvements – Pressure Booster Station, Project 12-02

The design of the project is complete and has been advertised for the taking of bids on June 26, 2012. It is expected a recommendation to award will be presented to the Council at the July 2, 2012 meeting.

Red Fox Road Reconstruction, Project 12-04

City staff is in the process of gathering information and preparing the feasibility study.

2012 Street Seal Coat, Project 12-05

The project bid date is June 13th. A report to Council will be submitted for award at the June 18th meeting. The project is expected to take place in late June or early July.

2012 Street Light Replacement, Project 12-06

The project areas have been selected. There are four areas proposed for this year's project. The lighting consultant is currently soliciting quotes from three contractors. The City will be installing LED fixtures in all areas. Work is projected to take place in July 2012.

REGULAR COUNCIL MEETING
JUNE 18, 2012

TO: MAYOR AND COUNCILMEMBERS

FROM: TERRY SCHWERM, CITY MANAGER

DATE: JUNE 11, 2012

RE: MONTHLY REPORT

DEPARTMENT ACTIVITY

The Parks and Recreation Commission, staff, and Brauer and Associates continue to work on a final master plan for the Bucher Park renovation project. The Commission has now had two meetings with neighborhood residents, including one meeting where two concept designs were reviewed. Neighborhood residents provided great feedback on the concept plans and appear to be excited about the project. We expect to review the final master plan with the Commission at their June meeting and then meet with the Council at a workshop meeting to review the final plans and cost estimates for the project.

City staff has recently received a few inquiries about pickleball, which is a racquet sport that is growing in popularity. Pickleball can be played on a tennis court since the required net height is similar to tennis. The court itself is much smaller than a standard tennis court and many cities have been relining courts to add pickleball court dimensions so they can be used for both sports. Staff plans to discuss this with the Parks and Recreation Commission at its June meeting. If they support doing this, staff will be relining some courts to accommodate pickleball. The cost to line the court is about \$600/court and would be funded from the park maintenance operating budget.

MAINTENANCE

It was a busy month for the parks maintenance crew. The crew fertilized and sprayed broadleaf herbicide on athletic fields, Community Center and Highway 96 turf areas. Also, the ballfield fence lines at the parks were sprayed to minimize weeds. The crew continues to mow all turf areas at least once a week and mows athletic fields twice a week. We are in the process of pulling weeds and adding mulch to the shrub beds at the Community Center. At the Community Center four trees were removed and the stumps were ground out. All the annuals at the entryway and in the large planters have been planted and the flowerbeds and pots were mulched and watered during the dry spell. All irrigation systems are on and running and the backflow preventers tested have been tested in accordance with state law.

The crew continues to drag and line up to fifteen ball fields each day and cuts and paints lines on two full sized soccer fields, one lacrosse field and nine modified size soccer fields each week. The ball field crew has also repaired two of the warning tracks at Rice Creek Fields and painted running tracks at Island Lake and Turtle Lake Schools this spring.

The crew is working on its second playground inspection. The playground at Sitzer Park has had some parts that needed replacing and has a cracked footing, which needs to be taken out and reinstalled. All minor repairs are complete at this time. The playground at Rice Creek Fields has

been converted from a pea ground to a wood fiber surface and it now meets the new ADA Standards for playground accessibility. In the next week we should receive the new slide for the playground by the Pavilion which will bring this EVOS system into compliance with the new ADA standards as well.

There has been significant vandalism throughout the park system this month. There has been graffiti painted in the tunnel under Highway 96 by the Community Center and also the walls of the Pavilion. In addition, the portable restrooms and new restroom enclosure were burned this past weekend, resulting in a total loss valued at about \$17,000.

The crew continues to pick up trash on a daily basis at the Community Center, library and parks. The trash receptacles are dumped on an as needed basis, which is more often with all the activity in the parks. The restrooms at Rice Creek Fields are being cleaned daily with the restrooms at the Pavilion are cleaned before and after each event. Now that Summer Discovery has started they will need cleaning more often. The crew helped move program equipment from the gym activity room and room 207 to get ready for Summer Discovery. They also cleaned off all the old tables used by Summer Discovery in the Community Center. The crew supplied help to clean up after the two after graduation overnights at the Community Center.

COMMUNITY CENTER/CITY HALL MAINTENANCE ACTIVITIES

The crew was busy keeping the building on its cleaning schedule. Now that the graduation overnights are done they have cleaned the carpet on the upper level and they did a good job of getting all the stains out. They also stripped and waxed the floor in Beachcomber Bay. We are in the process of getting projects lined up for this year's pool shutdown and it looks to be a very busy three weeks. A contractor repaired the welding on the gym floor last week.

RECREATION PROGRAMS

Summer has arrived and Shoreview's program staff have planned a wide variety of programs to keep youth and families entertained. We have 54 summer camps, 458 swim lessons, 14 summer playground activities, 12 Puppet Wagon shows, 10 Friday Fun Days, 7 summer sports leagues, 27 tennis lessons, 91 fitness classes, and 8 Fantastic Friday Field Trips. In addition, families can attend our summer concert series, an outdoor movie, shop the Farmers' Market, or slip down the giant waterslide on Wet and Wild days.

There are currently 807 participants registered for swim lessons. We are offering a few new swimming options this summer such as Sunday evening lessons at the Community Center and upper level private swimming lessons, swim team intro class, and adult group lessons at Chippewa Middle School. To meet the demand of summer, approximately 15 new employees have been hired and trained in within the last month. Boy Scout swim checks have been very popular this summer and spring with 23 checks completed. Safety Camp will be held at Island Lake County Park on June 21st & 22nd. This is a joint program between Shoreview, Arden Hills, Ramsey County, and Lake Johanna Fire Department.

Summer Discovery began extremely smoothly on June 11th. Staff have been well trained and are prepared to implement fun and exciting activities to keep the 215 participants active and

involved all summer long. The Adventure Quest Playground Program is also underway. We have 80 participants joining us out at the parks this summer in our traditional playground program as well as 5 middle school participants in our Leader in Training Program. Adventure Quest staff also lead Friday Funday events in which currently there are 178 participants. There are 40 participants registered in our Adventure Quest Academy classes which are two week courses covering a specific skill for kids to learn.

Kids Corner Preschool finished up the school year with an end of the year picnic on May 30th with The Teddy Bear Band performing for the participants and their families. Kids Corner ended the year with 102 participants enrolled for the school year. Registration for the 2012-13 School Year has begun and classes are filling up quickly.

Shoreview Farmers' Market begins Tuesday, June 19th from 3:00 to 7:00 at the Shoreview Community Center lower parking lot. Take a minute with Mayor Martin and receive a delicious treat. It's our way of thanking you for shopping the Shoreview Farmers' Market!

The Shoreliner's next outing is on June 21st to Harriet Island where they will enjoy a delicious lunch on the Padelford Riverboat followed by the live stage show of the "The Vampire" aboard the MN Centennial Showboat.

The Concerts in the Commons Music Series began June 13th with Dan Perry and the Ice Cream Band attracting a crowd estimated at more than 500 people. The Shoreview Community Foundation served all 480 complimentary ice cream cups with special fudge topping. There was a special dedication of the newly named Haffeman Pavilion to recognize former Parks and Recreation Director, Jerry Haffeman.

COMMUNITY CENTER

The fitness center remained busy with college students home for the summer. A new Step Mill has been ordered and includes a feature which allows users to select various training programs that simulate climbing famous buildings such as the Eiffel Tower. The Step Mill has become increasingly popular with members and guests. In the month of May there were 100 personal training sessions given. The Spring Body Challenge concluded on May 29th with an average loss of 13 pounds and a 7% change in body weight.

There were 8 receptions and 5 corporate events hosted in the banquet rooms in May. This is a 20% increase compared to last year. There were 5 graduation parties in May using the Haffeman Pavilion. The Pavilion will host another 10 graduation parties in June along with the Concert in the Commons Series on Wednesday evenings and Summer Discovery enrichment camps Monday through Friday mornings and afternoons. The Tropics Waterpark had more than a 50% increase in pool parties this month and was close to capacity many days the last week of school. A few after hour parties were scheduled in the building along with the annual Totino Grace High School and Mounds View High School graduation parties.

Membership sales increased 21% in May compared to last year. The membership special "30 Days for 30 Dollars" sold more than 340 passes during May, a 50 percent increase from 2011.

There were 20 new Silver Sneakers memberships sold this month with a monthly payment of \$2,340.00. This payment is reimbursement for Silver Sneaker members using the facility.

Marketing efforts included a Facebook campaign which allowed customers to receive a coupon for \$1.00 off a daily visit when they “liked” us on our Community Center Facebook page. During the five days of this promotion we received more than 240 visitors that “liked” the Shoreview Community Center.

The Community Center was listed number one in the Consumer’s Checkbook Reports - Twin Cities edition. Consumers Checkbook is a non-profit rating system of twin cities area service companies and health care providers. It is a unique rating service providing unbiased reviews with price and quality comparisons. The Shoreview Community Center had 96% of their customers rate the club “superior” for overall value for their money.

MOTION SHEET

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To approve the following payment of bills as presented by the finance department.

Date	Description	Amount
06/04/12	Accounts payable	\$ 153,363.72
06/07/12	Accounts payable	\$ 184,958.38
06/11/12	Accounts payable	\$ 49,385.93
06/14/12	Accounts payable	\$ 175,896.90
06/15/12	Accounts payable	\$ 317,214.60
	Sub-total Accounts Payable	\$ 880,819.53
	Payroll 124147 to 124251 957270 to 957481	\$168,676.19
	Sub-total Payroll	\$ 168,676.19
	TOTAL	\$ 1,049,495.72

ROLL CALL:	AYES	NAYS
Huffman		
Quigley		
Wickstrom		
Withhart		
Martin		

06/15/12

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
20/20 WINDOW CLEANING	WINDOW CLEANING CC	220	43800	3810			\$1,716.24	\$1,716.24
ABM EQUIPMENT & SUPPLY INC	CLAIM PC0014121 STERLING VAC-CON TRUCK	260	47400	4340			\$577.89	
ACE SOLID WASTE	DUMPSTER SERVICE CC AND PARKS	220	43800	3640			\$1,145.19	\$1,638.36
		101	43710	3950			\$493.17	
ARDEN HILLS PARK & RECREATION	ELEMENTARY TRACK PROGRAM - REIMBURSEMENT	225	43510	3190			\$232.90	\$232.90
C & E HARDWARE	ZIP TIES	225	43510	2170			\$6.42	\$6.42
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 06-01-12	101	21720				\$9,202.60	\$9,202.60
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS: 06-01-12	101	20420				\$103.25	\$103.25
DELTA DENTAL	DENTAL COVERAGE: JUNE 2012	101	20415				\$6,793.90	\$6,920.93
		101	20411				\$127.03	
ECKEL, ANGELA M.	ISLAND LAKE TRACK COACH - 3/4 TIME	225	43510	3190			\$705.97	\$705.97
FLEET FARM/GE CAPITAL RETAIL B	PARTS/HERBIC SPRAYER	101	43710	2240			\$34.99	\$34.99
FRAKES, CORTNEY L.	TURTLE LAKE TRACH COACH - 1/2 TIME	225	43510	3190			\$470.65	\$470.65
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS: 06-01-12	101	20418				\$5,670.00	\$5,670.00
GENESIS EMPLOYEE BENEFITS, INC	ADMINISTRATION FEE: MAY 2012	101	20416				\$360.45	
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 05-25-12	101	20431				\$27.15	\$316.48
		101	20432				\$289.33	
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 06-01-12	101	20431				\$2,954.41	
		101	20432				\$332.50	\$3,286.91
GOPHER	KICKBALLS (COREC & ADAPTIVE LEAGUES)	225	43510	2170			\$124.70	\$124.70
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$16.35	\$16.35
NDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$16.35	\$16.35
NDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.47	\$15.47
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.46	\$15.46
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.47	\$15.47
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.47	\$15.47
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.48	\$15.48
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GREATER METROPOLITAN HOUSING C	2012 HOUSING RESOURCE CENTER SERVICES	101	44100	3190			\$12,000.00	\$12,000.00
HANSON, BRENDA	TURTLE LAKE TRACK COACH - 1/2 TIME	225	43510	3190			\$470.65	\$470.65
HAWKINS, INC.	POOL & WHIRL POOL CHEMICALS	220	43800	2160			\$1,575.04	
HORIZON EQUIPMENT LLC	WAVE CAFE STOELTING PARTS	220	43800	2590			\$160.79	\$160.79
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE:06/01/12	101	21750				\$5,527.32	\$5,527.32
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS: 06-01-12	101	20430				\$290.00	\$290.00
LAWRENCE, MARY C.	ELEMENTARY TRACK SECRETARY - 1/2 TIME	225	43510	3190			\$470.66	\$470.66
LEISER, DAVID W.	ISLAND LAKE TRACK COACH - FULL TIME	225	43510	3190			\$941.30	\$941.30
LEISER, ELYSE	TURTLE LAKE TRACK COACH - FULL TIME	225	43510	3190			\$941.30	\$941.30
LINDERS GREENHOUSE *** ST. PAU	BLVD TREE REPLANTINGS	101	43900	2180			\$277.83	\$277.83
LUKENS, JEANNE M.	TURTLE LAKE TRACK COACH - FULL TIME	225	43510	3190			\$941.30	\$941.30
LUNDBERG, MICHAEL	ISLAND LAKE TRACK COACH - 3/4 TIME	225	43510	3190			\$705.97	\$705.97
MATHESON TRI-GAS INC	CO2 FOR WHIRL POOL	220	43800	2160			\$89.55	\$89.55
METROPOLITAN COURIER CORPORATI	ARMORED CAR SERVICES: MAY 2012	101	40500	4890			\$102.86	\$411.47
		220	43800	4890			\$102.87	
		601	45050	4890			\$102.87	
		602	45550	4890			\$102.87	
MIDDLETON-KOLLER, STEVE	TURTLE LAKE TRACK COACH - FULL TIME	225	43510	3190			\$941.30	\$941.30
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE: 06-01-12	101	20435				\$200.73	
ESOTA DEPARTMENT OF HEALTH	MDH HOSPITALITY FEE	220	43800	4330			\$35.00	\$35.00
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB: 06-01-12	101	20420				\$27.00	\$27.00
MOUNDSVIEW, CITY OF	ELEMENTARY TRACK PROGRAM - REIMBURSEMENT	225	43510	3190			\$378.45	\$378.45
NCPERS MINNESOTA	PERA LIFE INSURANCE: JUNE 2012	101	20413				\$240.00	\$240.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
NEW BRIGHTON PARKS & RECREATIO	ELEMENTARY TRACK PROGRAM - REIMBURSEMENT	225	43510	3190			\$43.90	\$43.90
PARALLEL TECHNOLOGIES, INC.	SHOREVIEW ROOM AV UPGRADES FINAL INVOICE	459	43800	5800			\$10,686.88	\$10,686.88
PRO-TEC DESIGN	CHANGE ORDER-C.H.CAMERAS LESS ENCODER	422	40550	5800			\$362.80	\$362.80
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS: 06-01-12	101	21740				\$27,958.43	\$27,958.43
S & S TREE SPECIALISTS, INC	PRIVATE EAB INJECTIONS 5553 ARONA ST	101	43900	3190			\$423.14	\$423.14
THOMSEN, TAIMI	TURTLE LAKE TRACK COACH - 1/2 TIME	225	43510	3190			\$470.65	
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX: 06-01-12	101	21710				\$21,620.35	\$51,440.70
		101	21730				\$23,318.15	
		101	21735				\$6,502.20	
TURTLE LAKE ELEMENTARY SCHOOL	ELEMENTARY TRACK -SHOREVIEW BUS EXPENSE	225	43510	3190			\$2,320.00	\$2,320.00
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS: 06-01-12	101	20420				\$99.00	
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590			\$1,166.66	\$1,166.66
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590			\$129.68	\$267.12
		101	40800	2180			\$137.44	

Total of all invoices: \$153,363.72

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ACT ASPHALT SPECIALTIES	EROSION RED 243 OAKWOOD DR RES 12-45	101	22020				\$1,000.00	
AMSAN BRISSMAN KENNEDY	PRESCHOOL SUPPLIES	225	43555	2170			\$81.52	\$81.52
BEEBE, JEREMY	TREKKERS WILSON	220	22040				\$67.00	\$67.00
C W HOULE INC.	BUFFALO LANE CP11-09 PYMNT 4 FINAL	568	47000	5900			\$3,308.86	
CORBO, JAMES	SOFTBALL UMPIRE MAY 22,23,29,30	225	43510	3190			\$168.00	\$168.00
CUB FOODS	PRESCHOOL SUPPLIES	225	43555	2170			\$20.58	\$20.58
CUB FOODS	PRESCHOOL SUPPLIES	225	43555	2170			\$14.99	\$14.99
CUB FOODS	PRESCHOOL SUPPLIES	225	43555	2170			\$123.33	\$123.33
CUB FOODS	PRESCHOOL SUPPLIES	225	43555	2170			\$129.57	\$129.57
CULLIGAN	IRON FILTER RENTAL FOR POOL	220	43800	3950			\$94.27	\$94.27
DALLIN, KARLEEN	FACILITY REFUND	220	22040				\$250.00	\$250.00
ELLIOTT, LAURIE	EMPLOYMENT LAW PARKING FEES	101	40210	4500			\$20.00	\$20.00
FREAM, DEBBIE	FACILITY REFUND	220	22040				\$30.00	\$30.00
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 06-08-12	101	20431				\$1,460.56	\$1,668.89
		101	20432				\$208.33	
GOVERNMENT FINANCE OFFICERS AS	2011 GFOA CERTIFICATE OF ACHIEVEMENT	101	40500	4890			\$435.00	
GREENHAVEN PRINTING	CLEANUP DAY DATE CHANGE POSTCARDS	210	42750	2180			\$2,601.01	\$2,601.01
HOYT, LEONORE	TREKKER WILSON	220	22040				\$191.00	\$191.00
IDENTITY STORES, LLC	SUMMER DISCOVERY SHIRTS	225	43535	2170			\$1,807.40	\$1,807.40
IDENTITY STORES, LLC	ADVENTURE QUEST SHIRTS	225	43590	2175			\$967.90	\$967.90
IMPERIAL HOMES INC	ESCROW RED 4800 LAURA LN RES 12-45	101	22030				\$2,000.00	\$3,000.00
		101	22025				\$1,000.00	
JEN, LAWRENCE G.	SOFTBALL UMPIRE MAY 21	225	43510	3190			\$46.00	
JEWELL, TED W.	SOFTBALL UMPIRE MAY 16,17,23,30,31	225	43510	3190			\$230.00	\$230.00
JONES, ELIZABETH	PICNIC IN CUMMINGS P	220	22040				\$20.00	\$20.00
JONES, MICHAEL	SOFTBALL UMPIRE JUNE 4	225	43510	3190			\$46.00	\$46.00
KANSAS STATE BANK-GOVT FINANCE	CONTRACT LEASE PAYMENT/JUNE 2012	220	43800	3960		003	\$1,089.00	\$1,089.00
KAUFMAN SIGN COMPANY	2ND HALF SIGN PAYMENT	405	43710	5300			\$8,705.00	\$8,705.00
LOAHR, BARBARA	SOCCER GRADES 3&4	220	22040				\$47.00	\$47.00
MAJONI, RUNYARARO	FACILITY REFUND	220	22040				\$200.00	\$200.00
MALIKOWSKI, RODNEY P.	SOFTBALL UMPIRE MAY 17 & 31	225	43510	3190			\$92.00	\$92.00
MARSH, BARB	FACILITY REFUND	220	22040				\$50.00	\$50.00
MATHE, PHYLLIS	PICNIC IN CUMMINGS P	220	22040				\$20.00	\$20.00
MEDIN, JAMES	ESCROW RED 4135 RICE ST RES 12-45	101	22030				\$2,000.00	\$3,000.00
		101	22025				\$1,000.00	
MENARDS CASHWAY LUMBER **FRIDL	HORNET SPRAY AND RAKE AND TARP	101	43710	2240			\$96.16	\$96.16
METROPOLITAN COUNCIL ENVIRONME	SEWER SERVICE-JULY 2012	602	45550	3670			\$141,589.12	\$141,589.12
MOORE MEDICAL, LLC	SUMMER DISCOVERY/ADVENTURE QUEST SUPPLY	225	43535	2170			\$150.60	\$211.60
		225	43590	2175			\$61.00	
MOUNDS VIEW PUBLIC SCHOOLS	BUILDING SUP FEE (MARCH & MAY)	225	43510	3190			\$553.50	
MURAKAMI, JUDITH	MUSCL.STRENGTH&RANGE	220	22040				\$48.00	\$48.00
NORTHSTAR INSPECTION SERVICE	INSPECTION SERVICES JUNE 2012	101	44300	3190			\$520.00	\$520.00
O'NEIL, RICHARD	REFUND FOR SLICE OF SHOREVIEW FOOD	270	34900			318	\$350.00	\$500.00
		270	34900			318	\$150.00	
ODUOLF, FREDERICK	FACILITY REFUND	220	22040				\$50.00	\$50.00
OLSON, KATIE	TREKKER WILSON	220	22040				\$191.00	\$191.00
OPENTIAL TRADING COMPANY	PRESCHOOL/CONCERTS SUPPLIES	225	43555	2170			\$16.50	\$183.49
		225	43590	2173			\$166.99	
OVERLIEN, BARBARA	PICNIC IN CUMMINGS P	220	22040				\$20.00	\$20.00
PARK, BRYAN	AQUATICS - LEVEL 3	220	22040				\$60.00	\$60.00
PHELPS, ANNE	REIMBURSEMENT: PRESCHOOL PHOTOS	225	43555	2170			\$12.21	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
PMA FINANCIAL NETWORK, INC	APRIL 2012 BANK FEES	101	40500	4890				\$134.51	
PORTER, DANIEL	SOFTBALL UMPIRE MAY 17,21,31,JUNE 4	225	43510	3190				\$152.00	\$152.00
QUALITY CONTROL & INTEGRATION,	INS CLAIM:SENSOR STRUCK BY LIGHTENING	260	47400	4340				\$4,485.23	\$4,485.23
RAMSEY COUNTY TREASURER	LIFE INSURANCE: JUNE 2012	101	20414					\$2,719.57	\$2,919.57
		101	20417					\$200.00	
REED, ELIZABETH	FACILITY REFUND	220	22040					\$50.00	\$50.00
RINKE, JOSH	PASS REFUND	220	22040					\$374.19	\$374.19
ROBERTS, ALLISON	FACILITY REFUND	220	22040					\$300.00	\$300.00
RUGRODEN, JOHN L.	SOFTBALL UMPIRE MAY 23 & 30	225	43510	3190				\$92.00	
RYDEEN, ERIC	EXPENSE REIMBURSEMENT-CROSSWALK SUPPLIES	101	42200	2180				\$62.82	\$62.82
SAARION, CARL	SOFTBALL UMPIRE MAY 22 & 29	225	43510	3190				\$92.00	\$92.00
SCHMID, BRIAN	SOFTBALL UMPIRE MAY 21 & JUNE 4	225	43510	3190				\$92.00	\$92.00
SCHOOL SPECIALTY	SUMMER DISCOVERY/PRESCHOOL SUPPLIES	225	43555	2170				\$212.53	\$425.06
		225	43535	2170				\$212.53	
SEVERIN, MICHAEL	REFUND AQUATICS - PRIVATE	220	22040					\$185.00	\$185.00
SOLA, BECKY	REIMBURSEMENT:ADV QUEST MEETING SUPPLIES	225	43590	2175				\$74.99	
SPELTZ, RITA	REIMBURSEMENT:PRESCHOOL PICNIC SUPPLIES	225	43555	2170				\$32.08	\$32.08
STOUT, CHRISTINE	TREKKERS WILSON	220	22040					\$67.00	\$67.00
TARGET COMMERCIAL INVOICE	ADVENTURE QUEST & TENNIS SUPPLIES	225	43590	2175				\$29.70	\$178.36
		225	43510	2170				\$148.66	
TARGET COMMERCIAL INVOICE	KIDS CARE/TUMBLING/SENIORS/OFFICE SUPPLY	225	43560	2170				\$49.85	
		225	43590	2174				\$26.36	\$101.90
		225	43580	2170				\$20.24	
		225	43400	2180				\$5.45	
TARGET COMMERCIAL INVOICE	QUICKSTART TENNIS BALLS (PENN BRAND)	225	43510	2170				\$55.48	\$55.48
TZAKAS, IOANNA	REFUND FOR SLICE FOOD VENDOR	270	34900		318			\$350.00	\$500.00
		270	34900		318			\$150.00	
VANCO SERVICES	MAY FITNESS INCENTIVE PROCESSING FEE	220	43800	3190				\$139.75	\$139.75
WRISTBANDS MEDTECH USA INC	SUMMER DISCOVERY/ADVENTURE QUEST SUPPLY	225	43535	2170				\$364.70	
		225	43590	2175				\$345.00	
WU, SHUANG	FACILITY REFUND	220	22040					\$155.34	\$155.34
ZIMNY, FRANK	PICNIC IN CUMMINGS P	220	22040					\$20.00	\$20.00
Total of all invoices:									\$184,958.38

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ASSOCIATION OF RECYCLING MANAGERS	RECYCLING MANAGERS ANNUAL WORKSHOP REG	101	42050	4500			\$25.00	\$25.00
BRUNSWICK ZONE XL - BLAINE	SUMMER DISCOVERY FIELD TRIP	225	43535	3190			\$1,857.00	\$1,857.00
C & E HARDWARE	GUERIN GAS STATION PROJECT	459	40800	5200			\$10.71	\$10.71
ELLINGSON DRAINAGE INC	FINAL PAYMENT 11-05	442	47000	5900			\$10,768.62	\$10,768.62
FLEET FARM/GE CAPITAL RETAIL B	GUERIN GAS STATION PROJECT	459	40800	5200			\$23.88	\$23.88
GALLERY 96 ART CENTER	CITY CONTRIBUTION FOR 2012	101	40100	3200			\$1,000.00	\$1,000.00
GARELICK STEEL COMPANY	GUERIN GAS STATION PROJECT	459	40800	5200			\$333.45	\$333.45
MINNESOTA DEPARTMENT OF REVENUE	SALES USE TAX: MAY 2012	220	21810				\$12,930.00	\$7,239.00
		220	21810				-\$7,314.00	
		701	46500	2120			\$191.00	
		601	21810				\$593.00	
		101	40210	2180			\$62.40	
		101	40550	2010			\$1.91	
		101	40800	2180			\$11.90	
		101	43400	2010			\$3.00	
		101	43710	2110			\$17.39	
		101	43710	2240			\$3.58	
		101	43710	2400			\$8.94	
		220	43800	2200			\$15.94	
		220	43800	2240			\$45.77	
		220	43800	3810			\$107.25	
		220	43800	3960			\$148.16	
		225	43530	2170			\$94.20	
		225	43555	2170			\$5.80	
		225	43520	2170			\$5.36	
		260	47400	4340			\$10.83	
		422	40550	5800			\$19.58	
		459	43800	3190			\$21.33	
		601	45050	2280			\$30.05	
		602	45550	2280			\$23.85	
		603	45850	2180			\$155.24	
		701	46500	2180			\$23.44	
		701	46500	3190			\$11.54	
		225	43510	2170			\$11.54	
MINNESOTA DEPARTMENT OF REVENUE	ACCELERATED JUNE 2012 SALE TAX PAYMENT	220	21810				\$13,098.00	
MINNESOTA TAXPAYERS ASSOCIATION	2012 ANNUAL MEMBERSHIP DUES	101	40500	4330		007	\$150.00	\$150.00
SAM'S CLUB DIRECT	SUMMER DISCOVERY/AQ SUPPLIES	225	43535	2170			\$1,293.67	
		225	43590	2175			\$524.93	\$1,818.60
T-MOBILE	SERVICE - 4/27 - 5/26/12	601	45050	3190			\$63.26	\$63.26
TARGET COMMERCIAL INVOICE	BINGO SUPPLIES	225	43590	2174			\$179.13	\$179.13
TARGET COMMERCIAL INVOICE	SUMMER DISCOVERY SUPPLIES	225	43535	2170			\$181.67	
TARGET COMMERCIAL INVOICE	SUMMER DISCOVERY SUPPLIES	225	43535	2170			\$130.08	\$130.08
TARGET COMMERCIAL INVOICE	SUMMER DISCOVERY SUPPLIES	225	43535	2170			\$92.85	\$92.85
TARGET COMMERCIAL INVOICE	SUMMER DISCOVERY SUPPLIES	225	43535	2170			\$75.24	\$75.24
TARGET COMMERCIAL INVOICE	SUMMER DISCOVERY SUPPLIES	225	43535	2170			\$75.60	\$75.60
TARGET COMMERCIAL INVOICE	SUMMER DISCOVERY SUPPLIES	225	43535	2170			\$170.93	\$170.93
TARGET COMMERCIAL INVOICE	SUMMER DISCOVERY SUPPLIES	225	43535	2170			\$58.01	\$58.01
TARGET COMMERCIAL INVOICE	SUMMER DISCOVERY SUPPLIES	225	43535	2170			\$9.66	\$9.66
TARGET COMMERCIAL INVOICE	SUMMER DISCOVERY SUPPLIES	225	43535	2170			\$31.00	\$31.00
TARGET COMMERCIAL INVOICE	SUMMER DISCOVERY SUPPLIES	225	43535	2170			\$64.29	\$64.29
TARGET COMMERCIAL INVOICE	SUMMER DISCOVERY SUPPLIES	225	43535	2170			\$80.12	\$80.12

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
TARGET COMMERCIAL INVOICE	SUMMER DISCOVERY SUPPLIES	225	43535	2170			\$208.09	\$208.09
TOKLE INSPECTIONS INC	INSPECTION SERVICES JUNE 2012	101	44300	3090			\$11,458.88	\$11,458.88
UPPER CUT TREE SERVICES	2 BLVD STUMP GRINDINGS	101	43900	3190			\$182.86	\$182.86
							Total of all invoices:	\$49,385.93

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
SCORE SPORTS-AMERICAN SOCCER C	SOCCER BALLS	225	43510	2170			-\$535.30	-\$535.30
ACE SOLID WASTE	MAINT CENTER SOLID WASTE PICKUP	701	46500	3640			\$225.40	
ALLIED WASTE SERVICES #899	MAY ALLIED WASTE SERVICES	210	42750	3190			\$92.74	\$92.74
AMEBRASS, GADISSA	FACILITY REFUND	220	22040				\$300.00	\$300.00
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970			\$71.81	\$71.81
ANCOM COMMUNICATIONS	TWO WAY RADIOS FOR SD AND CC	220	43800	2180			\$394.90	\$789.81
		225	43535	2170			\$394.91	
BRATAGER, MICHELLE	FACILITY REFUND	220	22040				\$50.00	\$50.00
CHUNG, WON	TENNIS ADV BEGINNERS	220	22040				\$40.00	\$40.00
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590			\$246.94	
COMCAST	CABLE FOR COMMUNITY CENTER	220	43800	3190			\$224.39	\$224.39
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 06-15-12	101	21720				\$9,529.44	\$9,529.44
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS: 06-15-12	101	20420				\$103.25	\$103.25
COOPER, KYLE W.	SOFTBALL UMPIRE JUNE 11	225	43510	3190			\$46.00	\$46.00
CORBO, JAMES	SOFTBALL UMPIRE JUNE 5,6,12	225	43510	3190			\$122.00	\$122.00
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS: 06-15-12	101	20418				\$5,670.00	\$5,670.00
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.48	\$15.48
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.48	\$15.48
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$16.36	\$16.36
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$16.37	\$16.37
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.43	\$15.43
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.48	\$15.48
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.48	\$15.48
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$20.34	\$20.34
GRANDMA'S BAKERY	CONTINENTAL BRKFST FOR RESALE	220	43800	2591			\$32.64	\$32.64
GRAUVILARDELL, LORNA	FACILITY REFUND	220	22040				\$250.00	\$250.00
HEALTH PARTNERS	HEALTH INSURANCE: JULY 2012	101	20410				\$47,003.61	\$48,005.40
		101	20411				\$1,001.79	
HOFFARD, THERESA	MILEAGE REIMBURSEMENT	101	40200	3270			\$28.86	
HORIZON EQUIPMENT LLC	STOELTING REPLACEMENT PARTS	220	43800	2590			\$13.87	\$13.87
HWANG, SEUNG JUNG	TENNIS - SENIOR TEAM	220	22040				\$142.00	\$142.00
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE: 06-15-12	101	21750				\$5,495.26	\$5,495.26
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS: 06-15-12	101	20430				\$290.00	\$290.00
JEWELL, TED W:	SOFTBALL UMPIRE JUNE 6 & 7 (3 GAMES)	225	43510	3190			\$76.00	\$76.00
LING, MEGAN	GOLF - JUNIORS (MON)	220	22040				\$65.00	\$65.00
MAJONI, RUNYARARO	FACILITY REFUND	220	22040				\$100.00	\$100.00
MALIKOWSKI, RODNEY P.	SOFTBALL UMPIRE JUNE 7	225	43510	3190			\$46.00	\$46.00
MARTIN, ANGELA	AQUATICS - PRESCHOOL	220	22040				\$65.00	\$65.00
MCCAREN DESIGNS INC	JULY HORTICULTURE SERVICES FOR POOL	220	43800	3190			\$1,278.23	\$1,278.23
MENARDS CASHWAY LUMBER *MAPLEW	BUILDING SUPPLIES	701	46500	2183			\$189.38	
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE: 06-15-12	101	20435				\$200.73	\$200.73
MINNESOTA DEPARTMENT OF REV -	ON ROAD DIESEL FUEL TAX: MAY 2012	701	46500	2120			\$308.84	\$308.84
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB: 06-15-12	101	20420				\$27.00	\$27.00
MN DEPT OF HEALTH	STATE CONNECTION FEE - 4/1/12 TO 6/30/12	801	21820				\$13,472.00	\$13,472.00
N, ROTH	YOUTH SOFTBALL UMPIRE JUNE 13	225	43510	3190			\$30.00	\$30.00
PADELFORD PACKET BOAT COMPANY,	SHORELINERS PADELFORD	225	43590	3174			\$423.68	\$423.68
PORTER, DANIEL	SOFTBALL UMPIRE JUNE 7,11,13	225	43510	3190			\$122.00	\$122.00
PRESS PUBLICATIONS	MARKETING FOR COMMUNITY CENTER	459	43800	3190			\$141.00	\$141.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
PRESS PUBLICATIONS	MARKETING FOR COMMUNITY CENTER	459	43800	3190			\$3,421.12	\$3,421.12
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS: 06-15-12	101	21740				\$27,518.19	\$27,518.19
PUBLIC EMPLOYEES RETIREMENT AS	PERA DEFINED CONTRIBUTIONS: 06-15-12	101	21740				\$243.50	\$243.50
RUGRODEN, JOHN L.	SOFTBALL UMPIRE JUNE 6 & 13	225	43510	3190			\$92.00	\$92.00
SAARION, CARL	SOFTBALL UMPIRE JUNE 5 & 12	225	43510	3190			\$92.00	\$92.00
SCHMID, BRIAN	SOFTBALL UMPIRE JUNE 11	225	43510	3190			\$46.00	\$46.00
SCORE SPORTS-AMERICAN SOCCER C	SOCCER BALLS	225	43510	2170			\$535.30	\$535.30
STAR TRIBUNE	ADVERTISING FOR COMMUNITY CENTER	459	43800	3190			\$1,099.00	\$1,099.00
STRUVE, DIERDE	FACILITY REFUND	220	22040				\$50.00	\$50.00
STUDENSKI, LAURA	AQUATICS - PRIVATE	220	22040				\$70.00	\$70.00
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX: 06-15-12	101	21710				\$22,429.24	\$53,441.44
		101	21730				\$24,237.38	
		101	21735				\$6,774.82	
TSAI, ROSALINE	FACILITY REFUND	220	22040				\$50.00	\$50.00
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS: 06-15-12	101	20420				\$99.00	
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590			\$1,124.59	\$1,124.59
WHELAN, ELIZABETH	KIDS YOGA	220	22040				\$45.00	\$45.00
Total of all invoices:								\$175,896.90

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
3D SPECIALTIES INC	TRAFFIC CONTROL SIGNS	101	42200	2180			\$646.76	\$1,954.03
		603	45850	2180			\$646.76	
		570	47000	5920			\$660.51	
A & L SUPERIOR SOD, INC	SOD FOR JANSAS CENTER ISLAND	101	42200	2180			\$140.04	
A & L SUPERIOR SOD, INC	SOD FOR JANSAS CENTER ISLAND	101	42200	2180			\$43.35	\$43.35
A & L SUPERIOR SOD, INC	SOD FOR SEWER REPAIRS	602	45550	2280			\$70.02	\$70.02
A-1 HYDRAULICS SALES & SERVICE	HOSE SLEEVE FOR BOB-CAT GRAPPLE	701	46500	2220			\$22.57	
A-1 HYDRAULICS SALES & SERVICE	HYD FITTINGS FOR VAC-CON	701	46500	2220			\$15.53	\$15.53
ABBOTT PAINT & CARPET	HOCKEY RINK PAINT AND PAINT BRUSHES	101	43710	2240			\$244.59	\$244.59
ABM EQUIPMENT & SUPPLY INC	COVER FOR BUCKET ON 605	701	46500	2220			\$151.76	\$151.76
AID ELECTRIC CORPORATION	VFD 4 WIRE TEST	601	45050	3190			\$434.50	\$434.50
ALLDATA	ANNUAL MAINTENANCE	701	46500	2180			\$1,500.00	\$1,500.00
ALLEN, DEANNE	MINUTES - 5/14 CC, 6/4 CC	101	40200	3190			\$400.00	\$400.00
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970			\$43.70	\$174.82
		601	45050	3970			\$43.70	
		602	45550	3970			\$43.70	
		603	45850	3970			\$21.86	
		701	46500	3970			\$21.86	
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970			\$59.91	\$59.91
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970			\$70.11	\$70.11
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970			\$59.91	\$59.91
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970			\$59.91	\$59.91
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970			\$59.91	\$59.91
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL, CC	220	43800	3970			\$48.32	\$48.32
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970			\$48.32	\$48.32
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970			\$48.32	\$48.32
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970			\$48.32	\$48.32
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970			\$48.32	\$48.32
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970			\$45.30	\$181.24
		601	45050	3970			\$45.30	
		602	45550	3970			\$45.30	
		603	45850	3970			\$22.67	
		701	46500	3970			\$22.67	
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970			\$45.72	
		601	45050	3970			\$45.72	
		602	45550	3970			\$45.72	\$182.94
		603	45850	3970			\$22.89	
		701	46500	3970			\$22.89	
AMERICAN PUMP COMPANY	PUMP RENTAL 992 CTY RD I	601	45050	3190			\$383.68	
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110			\$1,762.18	\$1,762.18
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110			\$1,894.71	
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110			\$20.88	\$20.88
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110			\$360.13	\$360.13
AUTO PLUS	PROPANE	701	46500	2180			\$36.32	\$36.32
AUTO PLUS	CREDIT TAKEN TWICE	701	46500	2180			\$12.20	\$12.20
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240			\$1.90	
BEISSWENGERS HARDWARE	PIPE TAP	701	46500	2400			\$7.05	\$7.05
BEISSWENGERS HARDWARE	PARTS FOR VAC-CON	701	46500	2220			\$6.81	\$6.81
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240			\$37.20	\$37.20
BEISSWENGERS HARDWARE	AA BATTERIES	101	43710	2240			\$10.90	\$10.90
BEISSWENGERS HARDWARE	SHOP SUPPLIES	701	46500	2180			\$5.87	\$5.87

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Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
BIFF'S, INCORPORATED	SPRING CLEANUP DAY BIFF	210	42750	2180			\$131.77	\$131.77
BOLTON & MENK, INC	LIFT STATION PROJECT 10-02	441	47000	5910			\$892.50	\$892.50
BROCK WHITE, LLC	WATER PLUG FOR CATCH BASINS	603	45850	2180			\$136.19	\$136.19
BWBR ARCHITECTS	FILE SCANNING OLD BUILDING PLANS CC	220	43800	4890			\$196.00	\$196.00
C & E HARDWARE	EYE BOLT	602	45550	2280			\$3.21	\$3.21
C & E HARDWARE	CROSSWALK SUPPLIES	101	42200	2180			\$21.84	\$21.84
CATCO PARTS SERVICE	PARTS FOR TRACKLESS	701	46500	2220			\$140.20	\$140.20
CATCO PARTS SERVICE	PARTS FOR 207	701	46500	2220			\$220.33	\$220.33
CATCO PARTS SERVICE	PARTS FOR 207	701	46500	2220			\$205.99	\$205.99
CATCO PARTS SERVICE	PARTS FOR TRACKLESS	701	46500	2220			\$16.28	\$16.28
CATCO PARTS SERVICE	PARTS FOR S-2 SWEEPER	701	46500	2220			\$26.03	\$26.03
CDW GOVERNMENT	WORK SURFACE	101	43400	2010			\$104.68	\$104.68
CDW GOVERNMENT	WORK SURFACE: C ANDERSON	101	40200	2010			\$92.14	\$92.14
CDW GOVERNMENT, INC	PHOTOSHOP UPGRADE FOR TESSIA	101	40550	2180			\$735.92	\$735.92
CENTRAL WOOD PRODUCTS	HARDWOOD MULCH FOR PARKS AND GROUNDS	101	43710	2260			\$1,864.97	\$1,864.97
CENTURY COLLEGE	T. COONEY/D. MALONEY - EXCEL CLASSES	101	40550	4500			\$556.00	\$556.00
CLASSIC CATERING/PICNIC PLEASE	SUMMER EVENT DEPOSIT	101	40210	4890			\$200.00	\$200.00
COMMERCIAL ASPHALT CO	ASPHALT FOR TRAILS & SEWER REPAIRS	101	43450	2250			\$5,667.88	\$6,276.80
		602	45550	2280			\$608.92	
COMMERCIAL FURNITURE SERVICES	CABINET FOR PARKS OFFICE	220	43800	2240			\$371.82	\$371.82
COMMERCIAL FURNITURE SERVICES	REPAIR SUPPLIES CC	220	43800	2240			\$245.81	\$245.81
COMPLETE HEALTH, ENVIRONMENTAL	MAY MTCE PLAN	101	40210	3190			\$610.00	
DAKOTA SUPPLY GROUP	LAPTOP HAND HELD SOFTWARE FOR METERS	601	45050	3190			\$17,217.56	\$17,217.56
DAVIS LOCK & SAFE	NEW PADLOCKS FOR IRRIGATION BOXES	101	43710	2240			\$321.62	\$321.62
EASYDNS TECHNOLOGIES INC	RENEW DNS SERVICE FOR 5 YEARS	101	40550	4330			\$89.78	\$89.78
ESCH CONSTRUCTION SUPPLY INC	SAW BLADES	701	46500	2180			\$372.99	\$372.99
FERGUSON WATERWORKS	FLEX CONNECTORS	602	45550	2280			\$72.08	\$72.08
FERGUSON WATERWORKS	A-1 COVERS	601	45050	2280			\$1,111.93	\$1,111.93
FERGUSON WATERWORKS	SEWER PARTS	602	45550	2280			\$276.98	\$276.98
FRONTIER PRECISION, INC	SURVEYING SUPPLIES CP#12-01	570	47000	5920			\$110.49	\$110.49
FSH COMMUNICATIONS LLC	PAYPHONE TELEPHONE	101	40200	3210			\$64.13	\$64.13
GARELICK STEEL COMPANY	REPAIR SUPPLIES CC	220	43800	2240			\$31.74	\$31.74
GOPHER SIGN COMPANY	TRAFFIC CONES	101	42200	2180			\$337.46	\$674.92
		603	45850	2180			\$337.46	
GOPHER STATE ONE-CALL	GOPHER ONE LOCATE CHARGE	601	45050	3190			\$207.97	\$831.85
		602	45550	3190			\$207.96	
		603	45850	3190			\$207.96	
		604	42600	3190			\$207.96	
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240			\$76.61	
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240			\$128.82	\$128.82
GRAINGER, INC.	SQUARE NOSE SHOVELS	101	43710	2400			\$53.75	\$53.75
GRAINGER, INC.	LIGHT BULBS FOR MCCULLOUGH PARK BLDG	101	43710	2240			\$15.82	\$15.82
GREENHAVEN PRINTING	MAY/JUNE SHOREVIEW NEWSLETTER	101	40400	3220			\$1,906.30	\$6,427.11
		101	40400	3390			\$4,520.81	
HEWLETT-PACKARD COMPANY	PC ADDITION (CHERYL)	422	40550	5800			\$320.30	\$320.30
HEWLETT-PACKARD COMPANY	USB DVD DRIVES	101	40550	2180			\$190.68	
HILLCREST ANIMAL HOSPITAL	MAY 2012 SERVICES	101	41100	3199			\$573.00	\$573.00
IDENTISYS	OVERLAYS - ACCESS CARDS/500	101	40210	2180			\$212.54	\$212.54
INSTRUMENTAL RESEARCH INC	COLIFORM TEST	601	45050	3190			\$225.00	\$225.00
JEFFS S.O.S.DRAIN & SEWER CLEA	DRAIN CLEAN CC	220	43800	3810			\$157.50	\$157.50
JOHN A. DALSIN & SON INC	GYM ROOF REPAIRS CC	220	43800	3810			\$732.53	\$732.53

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
L T G POWER EQUIPMENT	PARTS FOR BACK PACK BLOWER	701	46500	2220			\$28.13	\$28.13
L T G POWER EQUIPMENT	WEEDWHIP LINE	101	43710	2240			\$37.35	\$37.35
LEAGUE OF MN CITIES INS TRUST	INSURANCE CLAIM: LEARY/01-29-2011	260	47400	4340			\$1,000.00	\$1,000.00
LIFEGUARD STORE, THE	RESCUE TUBES, BREATHING BARRIERS	220	43800	2200			\$580.00	\$698.35
		225	43520	2170			\$118.35	
LILLIE SUBURBAN NEWSPAPERS INC	LEGAL NOTICES	101	40200	3360			\$82.89	\$113.77
		404	42200	3190			\$30.88	
MAC QUEEN EQUIPMENT INC.	BELT FOR CROSSWIND SWEEPER	701	46500	2220			\$281.86	\$281.86
MALLOY, MONTAGUE, KARNOWSKI,	FINAL BILLING 2011 AUDIT	101	40500	3190			\$8,313.80	\$18,895.00
		601	45050	3010			\$5,290.60	
		602	45550	3010			\$5,290.60	
MARK J TRAUT WELLS INC	BOOSTER 4	601	45050	3190			\$200.00	
MDH / MN AWWA	AWWA CONFERENCE REGISTRATION TW, KC, DC	601	45050	4500			\$367.50	\$735.00
		602	45550	4500			\$367.50	
MENARDS CASHWAY LUMBER **FRIDL	PLYWOOD TO MAKE BATTERS BOX	101	43710	2240			\$51.92	\$51.92
MENARDS CASHWAY LUMBER **FRIDL	SHOVELS AND GLOVES	601	45050	2280			\$73.26	\$73.26
MENARDS CASHWAY LUMBER **FRIDL	SHOP SUPPLIES	701	46500	2180			\$69.44	\$69.44
MIDWEST LOCK & SAFE INC	REPAIRS TO BUILDING LOCKS CC	220	43800	3810			\$305.00	\$305.00
MTI DISTRIBUTING, INC	PARTS FOR TORO 328'S	701	46500	2220			\$68.13	\$68.13
NARDINI FIRE EQUIPMENT CO., IN	FIRE EXT. INSPECTION	101	43710	2240			\$5.75	\$5.75
NEUMAN POOL, INC.	REPAIRS TO POOL UV SYSTEM CC	220	43800	3810			\$1,492.00	\$1,492.00
NORTHERN ELECTRICAL CONTRACTOR	REPAIR SIREN #5	101	41500	3890			\$447.03	
NORTHERN ELECTRICAL CONTRACTOR	REPAIRS TO RICE CREEK FIELDS CLOCK	101	43710	3190			\$427.97	\$427.97
NORTHERN ELECTRICAL CONTRACTOR	REPAIRS TO HWY 96 IRRIGATION PUMP	101	43710	3190			\$304.00	\$304.00
NORTHERN ELECTRICAL CONTRACTOR	REPAIRS TO POOL SUMP PUMP CC	220	43800	3810			\$120.00	\$120.00
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	43400	2010			\$63.50	\$304.06
		601	45050	2010			\$7.07	
		602	45550	2010			\$7.07	
		101	40800	2180			\$77.84	
		225	43535	2170			\$74.29	
		225	43590	2175			\$74.29	
OFFICE DEPOT	CALCULATOR	101	43400	2010			\$52.89	\$52.89
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	43400	2010			\$180.22	\$183.52
		101	40200	2010			\$3.30	
OFFICE DEPOT	COAT HOOK	101	43400	2010			\$4.79	
OFFICE DEPOT	SKETCH BOOKS	225	43535	2170			\$27.99	\$27.99
OFFICE DEPOT	SUMMER DISCOVERY PROGRAM SUPPLIES	225	43535	2170			\$290.48	\$290.48
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	225	43535	2170			\$9.43	\$259.93
		225	43590	2175			\$9.43	
		225	43530	2170			\$29.70	
		220	43800	2010			\$44.66	
		101	40200	2010			\$166.71	
ON SITE SANITATION INC	BUCHER PARK UNITS	101	43710	3950			\$260.79	\$260.79
ON SITE SANITATION INC	COMMONS PARK UNITS	101	43710	3950			\$260.79	\$260.79
ON SITE SANITATION INC	LAKE JUDY PARK UNIT	101	43710	3950			\$122.91	\$122.91
ON SITE SANITATION INC	MCCULLOUGH PARK UNITS	101	43710	3950			\$352.71	\$352.71
ON SITE SANITATION INC	RICE CREEK FIELDS UNIT	101	43710	3950			\$122.91	\$122.91
ON SITE SANITATION INC	SHAMROCK PARK UNITS	101	43710	3950			\$260.79	\$260.79
ON SITE SANITATION INC	SITZER PARK UNITS	101	43710	3950			\$260.79	\$260.79
ON SITE SANITATION INC	THEISEN PARK UNIT	101	43710	3950			\$122.91	\$122.91
ON SITE SANITATION INC	WILSON PARK UNITS	101	43710	3950			\$260.79	\$260.79

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Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ON SITE SANITATION INC	SNAIL LAKE SCHOOL UNIT	101	43710	3950			\$56.65	\$56.65
OPTUMHEALTH FINANCIAL SERVICES	MAY COBRA, RETIREES GENERAL NOTICE	101	40210	3190			\$57.20	\$57.20
ORKIN EXTERMINATING CO., INC.	COMMUNITY CENTER PEST CONTROL	220	43800	3190			\$162.15	\$162.15
PARTS ASSOCIATES, INC.	SHOP SUPPLIES	701	46500	2180			\$237.28	\$237.28
POWER MUSIC, INC	SUMMER 2012 GRP FITNESS 2ND ORDER	225	43530	2170			\$88.75	
PRESS PUBLICATIONS	ACCESS SHOREVIEW - APRIL 2012	101	40400	3390			\$270.30	\$270.30
PUSH PEDAL PULL	STEPMILL PURCHASE FOR FITNESS CENTER	405	43800	2180			\$6,236.15	\$6,236.15
RAMSEY COUNTY	911 SERVICES - MAY	101	41100	3198			\$8,062.67	\$8,062.67
RAMSEY COUNTY	FLEET SUPPORT FEE - MAY	101	41500	3890			\$24.96	
RAMSEY COUNTY	LAW ENFORCEMENT SERVICES-JUNE 2012	101	41100	3190			\$153,395.28	\$153,395.28
REHBEIN'S BLACK DIRT/SNOW REMO	BLACK DIRT	101	42200	2180			\$121.84	\$121.84
RICK JOHNSON DEER AND BEAVER I	DEAD DEER REMOVAL (2)	101	42200	3190			\$230.00	\$230.00
RICOH AMERICAS CORPORATION	LEASE CITY HALL COPIERS	101	40200	3930			\$2,199.88	\$2,199.88
ROYAL TEXTILE MANUFACTURING	CREW TSHIRTS CC	220	43800	3970			\$413.68	\$413.68
ROYAL TEXTILE MANUFACTURING	UNIFORM SHIRTS	101	43710	3970			\$132.99	\$132.99
SAM'S CLUB DIRECT	FARMERS MARKET SUPPLIES	225	43590	2174			\$366.92	\$366.92
SCHREIBER MULLANEY CONSTRCT CO	REPAIRS TO CITY HALL WALLS	101	40800	3810			\$946.00	\$946.00
SCHREIBER MULLANEY CONSTRCT CO	CABINET FOR SHOREVIEW ROOM SOUND	405	43800	5800			\$1,255.00	\$1,255.00
SCHREIBER MULLANEY CONSTRCT CO	WALLET LOCKER FILLERS CC	220	43800	3810			\$996.00	\$996.00
SGC HORIZON LLC	AD FOR BID 1- SEAL COAT PROJ 12-05	404	42200	3190			\$178.50	\$178.50
SGC HORIZON LLC	AD FOR BID 2- SEAL COAT PROJ 12-05	404	42200	3190			\$178.50	\$178.50
SIGNATURE LIGHTING INC	STREET LIGHT STOCK MATERIAL REPLACEMENT	604	42600	3810			\$5,263.59	\$5,263.59
SIMPLEXGRINNELL LP	FIRE SPRINKLER SYSTEM REPAIRS CC	220	43800	3810			\$360.75	\$360.75
ST. PAUL STAMP WORKS, INCORPOR	NAME PIN - CHERYL ANDERSON	101	40200	2180			\$12.88	\$12.88
STANLEY ACCESS, INC	REPAIRS TO SLIDING DOORS CC	220	43800	3810			\$295.83	\$295.83
STAR TRIBUNE	SUBSCRIPTION - 5/21 - 8/20/12	101	40200	4890			\$32.50	
TDS METROCOM	TELEPHONE SERVICES	101	40200	3210			\$1,137.62	\$1,426.62
		101	43710	3210			\$253.65	
		601	45050	3210			\$35.35	
TESSMAN SEED CO	PRODUCE HERBICIDE	101	43710	2260			\$203.06	\$203.06
TOUSLEY FORD, INC	U-JOINTS FOR 304	701	46500	2220			\$75.18	\$75.18
TURFWERKS	NEW CUSHMAN BALL/FIELD CART	701	46500	5400			\$20,423.04	\$20,423.04
TURFWERKS	TINES FOR BALLFIELD GROOMER	101	43710	2240			\$124.69	\$124.69
ULINE	ANTI FATIGUE STANDING MATS	101	40200	2010			\$27.78	\$111.21
		101	43400	2010			\$83.43	
USA AQUATICS INC	WATER SLIDE STAIR REPLACEMENT DESIGN FEE	405	43800	3810			\$3,062.50	\$3,062.50
VERMONT SYSTEMS, INC	RECTRAC ANNUAL MAINTENANCE	101	40550	3860			\$5,217.00	\$5,217.00
VICTORY CORPS	FLAG FOR CC	220	43800	2240			\$51.61	\$51.61
VICTORY CORPS	FLAGS FOR CC	220	43800	2240			\$70.52	\$70.52
VIKING ELECTRIC SUPPLY INC	ELECTRIC SUPPLIES FOR LIFT STATIONS	602	45550	2282			\$48.94	\$48.94
WURST, ANDREW	REIMBURSEMENT:FITNESS EQUIPMENT	225	43530	2170			\$5.30	
		220	43800	2180			\$38.50	\$43.80
XCEL ENERGY	ELECTRIC: STREET LIGHTS	604	42600	3610			\$13,089.49	\$13,089.49
XCEL ENERGY	ELECTRIC: STORM SEWER LIFT STATION	603	45850	4890			\$124.75	\$124.75
XCEL ENERGY	ELECTRIC: TRAFFIC SIGNAL SHARED W/N OAKS	101	42200	3610			\$39.48	\$39.48
XCEL ENERGY	ELECTRIC: SURFACE WATER	603	45900	3610			\$65.61	\$65.61
XCEL ENERGY	ELECTRIC: TRAFFIC SIGNALS	101	42200	3610			\$36.14	\$36.14
XCEL ENERGY	ELECTRIC: SURFACE WATER	603	45900	3610			\$38.62	\$38.62
XCEL ENERGY	ELECTRIC/GAS: MAINTENANCE CENTER	701	46500	3610			\$1,695.42	\$1,656.85
		701	46500	2140			-\$38.57	
XCEL ENERGY	ELECTRIC: SIRENS	101	41500	3610			\$59.76	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
YALE MECHANICAL INC	HVAC SOFTWARE UPGRADE & POOL ADDITIONS	220	43800	3810			\$5,199.68	\$5,199.68
YALE MECHANICAL INC	REPAIRS TO AHU #3 CC	220	43800	3810			\$2,022.01	\$2,022.01
							Total of all invoices:	\$317,214.60
								=====

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	27,987
Vendor number	00545 1 2012
Vendor name	PUBLIC EMPLOYEES RETIREMENT ASSOC.
Address	P.O. BOX 75608 ST. PAUL MN 55175-0608 EFT TRANSACTION - NO CHECK PRINTS

Date	Comment line on check	Invoice number	Amount
05-31-12	EMPL/EMPLOYER CONTRIBUTIONS: 06-01-12	06-01-12	\$27,958.43

THIS IS AN EARLY CHECK, PLACE VOUCHER IN EARLY CHECK FILE

Return to:	
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This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

☐ Purchase was made through the state's cooperative purchasing venture.

☐ Purchase was made through another source. The state's cooperative purchasing venture was considered.

☒ Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
101 21740	\$27,958.43
SEE PERMANENT PAYROLL RECORDS	

Is sales tax included on invoice?	Included
If no, amount subject to sales use tax	\$
Reviewed by: <u>J. Kuschel</u> (signature required) Jodee Kuschel	
Approved by: <u>T. Schwerm</u> (signature required) Terry Schwerm	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	28,245
Vendor number	01276 1 2012
Vendor name	HEALTH PARTNERS
Address	NW 3600 PO BOX 1450 MPLS MN 55485-3600

Date	Comment line on check	Invoice number	Amount
06-12-12	HEALTH INSURANCE: JULY 2012	40589217/40589218	\$48,005.40

THIS IS AN EARLY CHECK,-PLACE VOUCHER IN EARLY CHECK FILE

This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

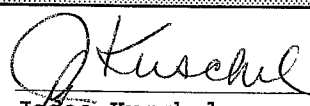
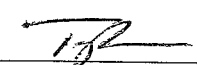
☐ Purchase was made through the state's cooperative purchasing venture.

☐ Purchase was made through another source. The state's cooperative purchasing venture was considered.

☒ Cooperative purchasing venture consideration requirement does not apply.

Return to:	
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Account Coding	Amount
101 20410	\$47,003.61
101 20411	\$1,001.79

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by:  (signature required) Jodee Kuschel	
Approved by:  (signature required) Terry Schwerm	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000.

If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	28,129
Vendor number	01337 2 2012
Vendor name	RAMSEY COUNTY
Address	90 PLATO BLVD W. PO BOX 64097 ST. PAUL MN 55164-0097

Date	Comment line on check	Invoice number	Amount
06-06-12	LAW ENFORCEMENT SERVICES-JUNE 2012	SHRFL-001140	\$153,395.28

This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

☐ Purchase was made through the state's cooperative purchasing venture.

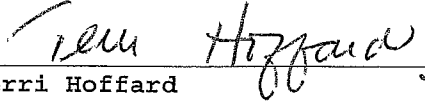

☐ Purchase was made through another source. The state's cooperative purchasing venture was considered.

☒ Cooperative purchasing venture consideration requirement does not apply.

Account Coding

Amount

101 41100 3190	\$153,395.28

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by: (signature required) Terri Hoffard	
Approved by: (signature required) Terry Schwerm	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview

4600 Victoria Street North

Shoreview MN 55126

Voucher Number	28,193	council approved April 2, 2012
Vendor number	00678 1	2012
Vendor name	TURFWERKS	
Address	5225 NW BEAVER DR JOHNSTON, IA 50131	

Date	Comment line on check	Invoice number	Amount
06-07-12	NEW CUSHMAN BALL/FIELD CART	TE01141	\$20,423.04

Account Coding	Amount
701 46500 5400	\$20,423.04

Is sales tax included on invoice?	Included
If no, amount subject to sales use tax	\$
Reviewed by: (signature required) Dan Curley	
Approved by: (signature required) Terry Schwerm	

Two quotes must be attached to purchase voucher
for all purchases between \$10,000 and \$50,000.

If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	27,988
Vendor number	01446 1 2012
Vendor name	TREASURY, DEPARTMENT OF
Address	INTERNAL REVENUE SVC - EFT/NO CHECK EFTPS ENROLLMENT PROCESSING P.O. BOX 4210 IOWA CITY IA 52244

Date	Comment line on check	Invoice number	Amount
06-01-12	FEDERAL WITHHOLDING TAX: 06-01-12	06-06-12	\$51,440.70

THIS IS AN EARLY CHECK, PLACE VOUCHER IN EARLY CHECK FILE

This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

☐ Purchase was made through the state's cooperative purchasing venture.

☐ Purchase was made through another source. The state's cooperative purchasing venture was considered.

☒ Cooperative purchasing venture consideration requirement does not apply.

Return to:

Account Coding

Amount

101 21710	\$21,620.35
101 21730	\$23,318.15
101 21735	\$6,502.20

SEE PERMANENT
PAYROLL RECORDS

Is sales tax included on invoice?	Included
If no, amount subject to sales use tax	\$
Reviewed by: (signature required) Jodee Kuschel	
Approved by: (signature required) Terry Schwerm	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

LICENSE APPLICATIONS

Moved by Councilmember

Seconded by Councilmember

To approve the License Applications as listed on the attached report dated June 15, 2012.

ROLL CALL:	AYES	NAYS
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Huffman	<hr/>	<hr/>
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Quigley	<hr/>	<hr/>
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Wickstrom	<hr/>	<hr/>
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Withhart	<hr/>	<hr/>
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Martin	<hr/>	<hr/>
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June 15, 2012
Regular Council Meeting

CITY OF SHOREVIEW - LICENSE APPLICATIONS
June 15, 2012

<u>LICENSE #</u>	<u>BUSINESS NAME</u>	<u>TYPE</u>
12-00022	Morgan's Tree Service	Tree License

The above licenses are recommended for approval:



License/Permit Clerk

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to approve Resolution No. 12-49 reducing the following escrows:

Erosion Control and Development Cash Deposits for the following properties
in the amounts listed:

4740 Cumberland St	Accent Homes	\$ 3,000.00
3350 Owasso Heights Rd	Megan & Michael Malvey	\$ 1,000.00
5174 Lexington Ave	S & D Door and Remodeling	\$ 1,000.00

ROLL CALL: **AYES**____ **NAYS**____

HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING
JUNE 18, 2012

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: THOMAS L. HAMMITT
SENIOR ENGINEERING TECHNICIAN

DATE: JUNE 13, 2012

SUBJECT: DEVELOPER ESCROW REDUCTIONS

INTRODUCTION

The following escrow reductions have been prepared and are presented to the City Council for approval.

BACKGROUND

The property owners/builders listed below have completed all or portions of the erosion control and turf establishment, landscaping or other construction in the right of way as required in the development contracts or building permits.

4740 Cumberland St	Erosion Control & Grading Cert completed
3550 Owasso Heights Rd	Erosion Control completed
5174 Lexington Ave	Erosion Control completed

RECOMMENDATION

It is recommended that the City Council approve releasing all or portions of the escrows for the following properties in the amounts listed below:

4740 Cumberland St	Accent Homes	\$ 3,000.00
3350 Owasso Heights Rd	Megan & Michael Malvey	\$ 1,000.00
5174 Lexington Ave	S & D Door and Remodeling	\$ 1,000.00

PROPOSED

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA**

HELD JUNE 18, 2012

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on June 18, 2012 at 7:00 p.m. The following members were present:

and the following members were absent:

Member introduced the following resolution and moved its adoption.

RESOLUTION NO. 12-49

**RESOLUTION ORDERING ESCROW REDUCTIONS
AT VARIOUS LOCATIONS IN THE CITY**

WHEREAS, various builders and developers have submitted cash escrows for erosion control, grading certificates, landscaping and other improvements, and

WHEREAS, City staff have reviewed the sites and developments and is recommending the escrows be returned.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Shoreview, Minnesota, as follows:

The Shoreview Finance Department is authorized to reduce the cash deposit in the amounts listed below:

4740 Cumberland St	Accent Homes	\$ 3,000.00
3350 Owasso Heights Rd	Megan & Michael Malvey	\$ 1,000.00
5174 Lexington Ave	S & D Door and Remodeling	\$ 1,000.00

The motion for the adoption of the foregoing resolution was duly seconded by Member and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 18th day of June, 2012.

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)
)
CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified and acting Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 18th day of June, 2012 with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates reducing various escrows.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 19th day of June, 2012.

Terry C. Schwerm
City Manager

SEAL

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to authorize the replacement of Unit 312 and the sanitary sewer easement jetter from the approved State of Minnesota Cooperative Purchasing Contract for a total estimated cost of \$86,090, pursuant to the adopted Capital Improvements Program and approved 2012 Annual Budget.

ROLL CALL:	AYES	NAYS
HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: MARK J. MALONEY, PUBLIC WORKS DIRECTOR

DATE: JUNE 18, 2012

SUBJ: AUTHORIZATION TO PURCHASE REPLACEMENTS FOR UNIT 312
AND THE SANITARY SEWER EASEMENT JETTER

INTRODUCTION

Shoreview's adopted Capital Improvements Program for 2012 includes the scheduled replacements of unit 312, a one ton four-wheel drive truck with dump body, a plow and a self propelled sanitary sewer easement jetter. City Council approval is necessary at this time for authorization to purchase this vehicle and the sewer cleaning equipment from the State of Minnesota Cooperative Purchasing Venture Contract #36177 and #39241 and #390-1211.

DISCUSSION

Unit 312 is a 2002 one ton four-wheel drive truck with a dump box and plow equipment. It is used regularly by utility maintenance personnel in conjunction with sewer and water utility repairs and maintenance and for cul-de-sac plowing. This vehicle has registered over 67,600 miles and will soon be in need of costly repairs to ensure reliability. Its wear is consistent with a 10 year old vehicle used for commercial use and plowing operations. Staff recommends replacement with a vehicle of similar size and capabilities. The replaced unit will be sold at public auction sometime in 2012.

The utility maintenance fleet includes a 1990 high-velocity sanitary sewer easement jetter. This is a portable, trailer mounted high pressure water sanitary sewer line cleaner. The existing equipment is used for off road high pressure cleaning throughout the City's sanitary sewer system. It is necessary to access sewer lines within off-road easements and other areas where the truck jetter is unable to reach with this portable sewer jetter. Staff recommends replacing this equipment with a unit of similar size and capabilities. The replaced unit will be sold at public auction sometime in 2012.

Accordingly, the 2012 Capital Improvements Program includes an estimate of \$45,000 for the truck and plow equipment and \$62,000 for the sanitary sewer easement jetter. Both units can be purchased through the State of Minnesota Purchasing Contract. The truck, dump box, hoist and plow equipment for approximately \$45,480 and the easement jetter for approximately \$40,610.

RECOMMENDATION

Staff recommends approval of the attached motion that authorizes the purchase of a 2012 one ton four-wheel drive truck with a dump box and plow equipment and a sanitary sewer easement jetter from the State of Minnesota Contract in the amount of \$86,090, which includes sales tax.

PROPOSED MOTION

MOVED BY _____

SECONDED BY _____

to accept the quote from Asphalt Contractors, Inc. for 2012 Trail Rehabilitation,
City Project No. 12-07.

ROLL CALL: AYES _____ NAYS _____

HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING
JUNE 18, 2012

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER

FROM: MARK MALONEY
PUBLIC WORKS DIRECTOR

DATE: JUNE 18, 2012

SUBJ: ACCEPTING THE QUOTE FOR TRAIL REHABILITATION
CITY PROJECT NO. 12-07

INTRODUCTION

The City recently received quotes for trail rehabilitation City Project 12-07. After reviewing the quotes, staff is recommending the City Council accept the quote from Asphalt Contractors, Inc. to perform these services.

BACKGROUND

The Public Works Department routinely reviews segments of the City's bituminous trail system that may be in need of repair or rehabilitation. Shoreview's Infrastructure Replacement Plan and Capital Improvement Program (C.I.P.) include allowances for outsourced trail rehabilitation. We have evaluated various surface treatments and trail rehabilitation methods, and ultimately selected an emulsion product with 40/60 blend of Black Diamond sand and polymers, for application on the trail segments previously identified for rehabilitation in 2012. Quotes were requested for the application of the seal coat to approximately 5.4 miles of bituminous trails within the City.

The following quotes (copies attached) were received and reviewed by City Staff:

Company		Square Yards	Cost per sq. yds.	Total
Asphalt Contractors, Inc.	--	25,435 S.Y.	\$.81 per S.Y.	\$20,602.35
Fahrner Asphalt Sealers	--	25,435 S.Y.____	\$1.15 per S.Y.	\$29,327.62
Minnesota Asphalt Maintenance	--	25,435 S.Y.	\$1.35 per S.Y.	\$34,337.25

RECOMMENDATION

The project cost based on the low quote is well within the estimate in the Capital Improvement Program. Additional trail segments will be added to this year's project at the proposed cost per square yards, but project costs will remain within approved budget. Accordingly, it is recommended that the City accept the quote from Asphalt Contractors, Inc..



10285 89th Ave. N. • Maple Grove, MN 55369
Ph. (763) 424-9191 • Fax (763) 424-9190

Proposal # 2012-1450

Date: Wednesday, June 13, 2012

Submitted To:

Dan Curley
City of Shoreview
4615 North Victoria Street
Shoreview, MN 55126

Contact Information:

Phone: (651) 490-4672
Mobile:
E-mail: dcurley@shoreviewmn.gov

Site Description: # S117109

Shoreview Bituminous Trail Resurfacing
City of Shoreview
Shoreview, MN 55126

Site Contact:

Site Phone:
Site Email:

Prepared By:

David Johnson

Contact Information:

Mobile: 612-251-7360
Office: 763-424-9191
E-mail: davidj@aciasphalt.com

Qty	Proposed Service(s) & Description(s)	Depth
23,233 Sq. Yds.	Star Seal Micro Pave Pro Emulsion Sealer (\$.60/square yard - one coat spray application)	\$13,939.80
	Service Description <i>Clean asphalt with power blowers and sweeper if needed. Remove debris from site. Apply Star Seal Micro Pave Pro Emulsion Sealer at a rate of 70-82 square feet per gallon. Sealer will be modified with 400 lbs. of Black Diamond sand per 100 gallons of sealer. A rubber additive will also be added at 3% per gallon. (Vehicles need to be cleared and irrigation systems need to be turned off for 24 hours.)</i>	
2,202 Sq. Yds.	Star Seal Micro Pave Pro Emulsion Sealer (Alternate Shamrock Park Path \$.60/square yard - one coat spray application)	\$1,321.20
	Service Description <i>Clean asphalt with power blowers and sweeper if needed. Remove debris from site. Apply Star Seal Micro Pave Pro Emulsion Sealer at a rate of 70-82 square feet per gallon. Sealer will be modified with 400 lbs. of Black Diamond sand per 100 gallons of sealer. A rubber additive will also be added at 3% per gallon. (Vehicles need to be cleared and irrigation systems need to be turned off for 24 hours.)</i>	
23,233 Sq. Yds.	Star Seal Micro Pave Pro Emulsion Sealer (\$.81/square yard - two coat spray application)	\$18,818.73
	Service Description <i>Clean asphalt with power blowers and sweeper if needed. Remove debris from site. Apply Star Seal Micro Pave Pro Emulsion Sealer at a rate of 60-65 square feet per gallon. Sealer will be modified with 400 lbs. of Black Diamond sand per 100 gallons of sealer. A rubber additive will also be added at 3% per gallon. (Vehicles need to be cleared and irrigation systems need to be turned off for 24 hours.)</i>	
2,202 Sq. Yds.	Star Seal Micro Pave Pro Emulsion Sealer (Alternate Shamrock Park Path \$.81/square yard - two coat spray application)	\$1,783.62
	Service Description <i>Clean asphalt with power blowers and sweeper if needed. Remove debris from site. Apply Star Seal Micro Pave Pro Emulsion Sealer at a rate of 60-65 square feet per gallon. Sealer will be modified with 400 lbs. of Black Diamond sand per 100 gallons of sealer. A rubber additive will also be added at 3% per gallon. (Vehicles need to be cleared and irrigation systems need to be turned off for 24 hours.)</i>	

PROPOSAL/CONTRACT

Job. No. 1

Date: June 13, 2012



◇ Plover, WI 54467 • PO Box 95
1.800.332.3360 • 715.341.2868 • Fax: 715.341.1054

◇ Kaukauna, WI 54130 • 860 Eastline Road
1.800.261.1900 • 920.759.1008 • Fax: 920.759.1019

◇ Eau Claire, WI 54702 • PO Box 659
1.800.497.4907 • 715.874.6070 • Fax: 715.874.6717

Pavement Maintenance Contractors

"An Equal Opportunity Employer"

316 Raemisch Road • Waunakee, WI 53597
Fax: 608.849.6470 • 608.849.6466 • 1.800.898.2102

3468 115th Street • Frederic, WI 54837
Fax: 715.653.2553 • 715.653.2535 • 1.800.497.4907

2224 Veterans Memorial Pkwy • Saginaw, MI 48601
Fax: 989.752.9205 • 989.752.9200

Contact Name:	Dan Curley	Cash Price	\$ \$29,327.62
PURCHASER:	City of Shoreview	TELEPHONE:	
ADDRESS:	4615 North Victoria Street Shoreview, MN 55126	DESCRIPTION OF PROPERTY:	Various Trails 4615 North Victoria Street Shoreview, MN 55126

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

Sweep asphalt clean with vacuum sweeper and/or air blowers.

Apply 2 coat(s) of Sealmaster PMM emulsion sealcoat. Sealer will be blended with Black Diamond 40/60 sand and polymers and spread at the rates recommended.

We will perform a combination of spay application and squeegee application to achieve the required results
No crack sealing or line painting is included.

All in accordance with request for proposal dated 6-6-2012 and ammendment dated 6-8-2012

Assumes no state wages apply.

TOTAL BID: \$ 29,327.62

- This proposal may be withdrawn if not accepted and received by CONTRACTOR within 30 days of the date above and/ or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.
2. If proposal is accepted please sign, retain one copy and forward a copy to our office.
 3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of \$ \$29,327.62 and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:
Fahrner Asphalt Sealers, LLC

PURCHASER:

I have read and understand the terms and conditions on both sides of this contract.

GARY L. WHEATON
(PRINT OR TYPE NAME)

(PRINT OR TYPE NAME)

By: [Signature]
(CONTRACTOR REPRESENTATIVE)

By: _____
(PURCHASER AUTHORIZED REPRESENTATIVE)

Date: 6-13-2012

Date of acceptance: _____

Minnesota Asphalt Maintenance

92 Ivy Ave W
St. Paul, Mn 55117

Estimate

Date	Estimate No.
6/12/2012	809

Name/Address

Dan Curley
4615 Victoria Street North
Shoreview, MN 55126

Job Location

2012 Trails
Shoreview, MN

Description	Qty	Rate	Total
SEALCOAT (Option # 1, Spray 1 coat on approx: 25,435 square yards) Sweep areas to be cleaned with power blowers. Treat oil stains. Apply PMM at a rate of 65 square feet per gallon. Silica sand and latex added at manufacturers optimum specifications. Block off lot to ensure adequate set up time. (add an additional \$11,445.75 for a second coat) *****	25,435	0.90	22,891.50
SEALCOAT (2nd option, our recommendation)(squeegee on 1 coat) Sweep areas to be cleaned with power blowers. Treat oil stains. Apply Masterseal II at a rate of 50 square feet per gallon. Silica sand and latex added at manufacturers optimum specifications. Block off lot to ensure adequate set up time. *****	25,435	1.17	29,758.95
Total			\$52,650.45

Signature _____

Proposed Motion

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To close the public hearing in consideration of a proposed business subsidy to provide economic development assistance to DPS-Shoreview, LLC (Stonehenge USA) for Phase II of the Red Fox Road Retail Project.

VOTE: AYES: _____ NAYS: _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

* * * * *

Proposed Motion

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To adopt Resolution No. 12-47, approving the business subsidy for economic development assistance to DPS-Shoreview, LLC (Stonehenge USA) for the Red Fox Road Retail Project and authorize the execution of a First Amendment to the Development Agreement providing an additional \$200,000 in tax increment financing support for Phase II in accordance with the terms and conditions outlined.

VOTE: AYES: _____ NAYS: _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

To: Mayor and City Council Members

From: Tom Simonson
Assistant City Manager and Community Development Director

Date: June 13, 2012

Re: Approval of Business Subsidy for Supplemental Economic Development Assistance to DPS-Shoreview, LLC (Stonehenge USA) for the Phase II of the Red Fox Road Retail Project and Authorize Execution of First Amendment to the Development Agreement

Introduction

The City Council is being asked to formally approve an amendment to the executed tax increment financing (TIF) development agreement to provide additional economic development assistance to DPS-Shoreview, LLC (Stonehenge USA) to facilitate the Phase II development to attract a preferred anchor tenant to the project. The City Council must conduct a public hearing on the proposed business subsidy before taking action to authorize the execution of a First Amendment to the TIF Development Agreement.

Background

Last year, through the extension of special legislation enacted to foster economic growth and job creation, cities were granted temporary authority to pool tax increment resources and provide financial support for qualifying projects including retail development.

In October of 2011, the City approved the phased retail development along Red Fox Road near Lexington Avenue just north of the Super Target along with a financing package of up to \$1.345 million in tax increment support to facilitate the development to bring new retail services and restaurants to serve the community.



Construction work on the retail center project is well underway, with major grading of the entire 6-acre development site completed and structural work on the building shell almost finished. The retail center will include Chipotle and Leeann Chin restaurants, a Sport Clips hair salon, Massage Retreat Spa, and likely one other restaurant

for the east end cap space that has yet to be announced publicly by the developer. The developer anticipates the retail center to be completed by mid-summer and turned over for tenant improvements with store openings expected around Labor Day.

Supplemental TIF Assistance

The Council may recall that the tax increment financing agreement executed between the City and DPS-Shoreview, LLC provided for \$845,000 of financing upon completion of Phase I and up to another \$500,000 for Phase II development if the developer could bring a preferred anchor tenant to the project subject to the approval of the City.

The developer, with assistance from the City, has worked aggressively over the past six months to secure a specialty market as the anchor for the Phase II building pad, just to the west of the retail center. The prospective anchor tenant, strongly desired by the City, has been presented a lease agreement proposal from the developer and they are hopeful a deal can be reached. The prospective retailer has provided the developer a counter offer on the proposed lease rate, which is at a lower price than what the developer believes is feasible given the high price in their purchase agreement with the land owner, City & County Employee Credit Union. Therefore, the developer has requested the City consider providing supplemental financial assistance in the amount of \$200,000 to further write down the lease rate on the land in order for an agreement to be reached with the preferred anchor. The developer has also approached the City and County Employee Credit Union on revising the land purchase price in order to make a lease agreement with the preferred anchor feasible. The developer expects the credit union to receive increased value and benefit from preferred anchor store locating in the project as they will be retaining the easternmost building pad (Phase III) for future development.

During the joint discussion of the Council and Economic Development Authority (EDA) last month, there appeared to be consensus to provide the additional tax increment support if this would enable the developer to reach a deal with the preferred anchor desired by the City and supported in the community. Included with this report are proposed Resolution No. 12-47 and a draft document entitled First Amendment to Development Agreement prepared by the City's economic development attorney that would provide an additional \$200,000 for a maximum total of up to \$700,000 of assistance towards Phase II of the development project. Terms and conditions remain in place from the original executed agreement which stipulate the developer only receives the Phase II assistance if they secure a preferred anchor approved by the City and upon construction completion.

The financing package of up to \$1,345,000 approved in the original TIF Development Agreement is funded through TIF District No. 5 under the special temporary legislative authority. Our legal counsel has advised that the supplemental assistance of \$200,000 cannot come from the same TIF District No. 5 funding source since a determination has already been made that the developer has completed the site work for both Phase I and Phase II of the project so that the construction of the preferred anchor does not need to be undertaken by the June 30th deadline of the law. The crafting of the original agreement in this manner allowed for the City to still provide this financing assistance to the developer for the desired preferred anchor store tenant, recognizing that the project would not occur prior to the legislative deadline.

Staff is recommending that the City utilize existing funds from TIF District No. 1 to provide the additional \$200,000 in accordance with the terms stipulated in the proposed Amendment to the TIF Development Agreement. TIF District No. 1 (Deluxe/Non-Deluxe) is a pre-1990 district providing for much broader pooling ability and has a sufficient fund balance to support this additional assistance. While the City cannot use funds from TIF District No. 5 to provide the additional \$200,000 for this retail

project, the remaining funds from this district can be used for the purpose of assisting with the public improvements being considered for Red Fox Road as part of the Sinclair redevelopment for the TCF Bank. With the other current and anticipated development assistance obligations from TIF District No. 5 (DPS-Shoreview Retail Project and Luther Properties Sinclair Redevelopment), it is estimated that \$282,000 could be available for allocation towards the Red Fox Road public improvements.

During their consideration of this matter, the EDA had asked staff to prepare an analysis showing the expected payback of the additional tax increment support based on the property taxes generated by the preferred anchor retail development. The following table illustrates the estimated timeframe for the return on the public investment to be just under 11 years:

Stonehenge Tax Analysis			
Current Value	\$ 1,537,900	Future Value	\$ 7,187,900
Current Taxes	\$ 45,305	Estimated Future Taxes	\$ 189,004

Additional taxes generated	\$ 143,699
TIF Requested TIF #5	\$ 1,345,000
TIF from TIF #1	\$ 200,000
Total TIF Request	\$ 1,545,000
Repayment of TIF (years)	10.75

Recommendation

As required by State law, the City Council must hold a public hearing in consideration of providing an additional business subsidy to support the Phase II development by DPS-Shoreview, LLC. The financial assistance proposed through tax increment financing resources is considered a "business subsidy" as defined under Minnesota Statutes, Section 116J.993 to 116J.995 (the "Business Subsidy Act").

At their June 11th meeting, the Economic Development Authority considered the request and unanimously voted to recommend to the City Council approval of the First Amendment to the Development Agreement with DPS-Shoreview, LLC providing an additional \$200,000 in tax increment assistance for Phase II of the project for the purpose of securing a preferred anchor tenant subject to the approval of the City.

Staff also recommends approval of Resolution No. 12-47, approving a business subsidy for economic development assistance to DPS-Shoreview, LLC (Stonehenge USA) for the Red Fox Road Retail Project and authorize the execution of a First Amendment to the Development Agreement providing an additional \$200,000 in tax increment financing support for Phase II in accordance with the terms and conditions outlined.

CITY OF SHOREVIEW, MINNESOTA

RESOLUTION NO. 12-47

RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO A DEVELOPMENT AGREEMENT WITH DPS-SHOREVIEW, LLC.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREVIEW (the "City") AS FOLLOWS:

WHEREAS, the City of Shoreview, Minnesota (the "City") has heretofore approved the establishment of Tax Increment Financing District No. 5 (the "District") pursuant to the Minnesota Tax Increment Financing Law, Minnesota Statutes, sections 469.174-469.1799 (the "Tax Increment Act"); and

WHEREAS, section 469.176, subd. 4m, of the Tax Increment Act provides that tax increment authorities may use tax increments from their tax increment districts to provide improvements, loans, interest rate subsidies, or assistance in any form to private developments consisting of the construction or substantial rehabilitation of buildings and ancillary facilities, if doing so will create or retain jobs in the State, including construction jobs, and if the construction commences before July 1, 2012, and would not have commenced before that date without the assistance; and

WHEREAS, the City entered into a Development Agreement (the "Agreement") dated as of December 22, 2011, with DPS-Shoreview, LLC (the "Developer"), pursuant to which the Developer commenced construction of a two phased commercial development on certain land in the City; and

WHEREAS, the Agreement provided that the City would provide certain financial assistance to the Developer using tax increment revenues from the District; and

WHEREAS, the Developer has requested that the City agree to amend the Agreement to allow the Developer additional time in which to submit to the City evidence of financing to complete the second phase of its development and to increase the financial assistance to be provided in connection with the second phase of the development; and

WHEREAS, the City has determined that consenting to the changes in the Agreement requested by the Developer is in the best interests of the City and the state of Minnesota, will create or retain construction jobs in the state, will create long term employment opportunities in the Improvements, will result in the construction of necessary public improvements in the City, will facilitate the development of land that is currently underutilized; and

WHEREAS, there has been presented to the City Council of the City a proposed First Amendment to Development Agreement (the "Amendment") between the City and the Developer amending certain terms of the Agreement.

NOW, THEREFORE, the City Council of the City does hereby approve the Amendment in substantially the form presented to the City Council subject to such modifications as the City Manager and legal counsel may approve.

Adopted this 18th day of June, 2012.

Mayor

Attest: _____

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT, made on or as of the ____ day of June, 2012, by and between the City of Shoreview, a statutory city under the laws of the State of Minnesota (hereinafter referred to as the "City"), and having its principal office at City Hall, 4600 North Victoria Street, Shoreview, Minnesota 55126, and DPS-Shoreview, LLC, a Minnesota limited liability company (hereinafter referred to as the "Developer"), having its principal office at 18258 Minnetonka Boulevard, Suite 100, Deephaven, Minnesota 55391, and amends that certain Development Agreement dated as of December 22, 2011, between the Authority and the Developer (the "Agreement").

WITNESSETH:

WHEREAS, the City and Developer entered into the Agreement pursuant to which the City agreed to provide certain financial assistance to the Developer to enable the Developer to undertake the development of a two phased commercial development on certain real property in the City (the "Property"); and

WHEREAS, the Developer has commenced construction of both phases of the commercial development but a final decision has not been made on who will be the anchor tenant in the second phase; and

WHEREAS, the Agreement requires that the Developer submit to the City evidence of financing for the second phase of the development by a certain date and also specifies the amount of the assistance to be provided by the City for such phase; and

WHEREAS, the City and the Developer desire to amend the Agreement with respect to the date for submission of financing and the amount of the assistance to be provided by the City for the second phase of the Developer's development.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

Section 1. All capitalized terms contained herein that are not defined in this Amendment shall have the meanings of such terms as defined in the Agreement.

Section 2. Section 7.1 of the Agreement is hereby amended to change the date by which the Developer must submit to the City evidence of financing from "June 1, 2012" to "December 1, 2012."

Section 3. The Developer is negotiating with retail businesses concerning a lease under which one of them would be the anchor tenant in Phase II. The Developer has requested and the City has agreed to increase the amount of the Phase II Assistance so that the Developer can offer lower lease rates to potential anchor tenants. Therefore, the City agrees to increase the amount of the Phase II Assistance that may be paid to the Developer from \$500,000 to \$700,000. Such additional amount will be used to reimburse the Developer for qualified expenses for which

tax increment may be spent. The City's agreement to so increase the Phase II Assistance is contingent on the Developer succeeding in reaching agreement with City & County Credit Union to reduce the purchase price for Parcel II by an equal amount. Payment of any of the Phase II Assistance is still subject to all of the conditions precedent contained in the Agreement. In addition, the Developer understands that under section 469.176, subd. 4m, of the Tax Increment Act, which is the law under which the City has the authority to make the original \$500,000 of the Phase II Assistance available, the City's authority to provide such assistance terminates on December 31, 2012.

Section 4. All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority has caused this Amendment to be duly executed in its name and behalf and the Developer has caused this Amendment to be duly executed on or as of the date first above written.

CITY OF SHOREVIEW

By _____

By _____

DPS-SHOREVIEW, LLC

By _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ and _____, the _____ and _____ of the City of Shoreview, a statutory City, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, the _____ of DPS-Shoreview, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

**CITY OF SHOREVIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that the City Council of the City of Shoreview, County of Ramsey, State of Minnesota, will hold a public hearing on Monday, June 18th, at approximately 7:00 pm at the City of Shoreview Council Chambers in the Shoreview City Hall, 4600 Victoria Street North, Shoreview, Minnesota on the provision of utilizing temporary tax increment authority (Minnesota Statutes, Section 469.176, subd. 4m) to provide economic development assistance to Stonehenge USA, a development company for construction of a commercial retail center. The financial assistance will be a business subsidy under Minnesota Statutes, Section 116J.993 to 116J.995 (the "Business Subsidy Act"). A summary of the terms of the business subsidy is available for inspection at City Hall. Any person with residence in the City or the owner of taxable property in the City may file a written complaint with the City. If the City fails to comply with the Business Subsidy Act, no action may be filed against the City for failure to comply unless a written complaint is filed.

All interested persons may appear at the hearing and present their views orally or prior to the meeting in writing.

**BY ORDER OF THE CITY COUNCIL OF
THE CITY OF SHOREVIEW, MINNESOTA**

Terry Schwerm, City Manager

Proposed Motion

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To close the public hearing in consideration of a proposed business subsidy to provide economic development assistance to Luther Properties, LLC for the Sinclair Property Redevelopment Project.

VOTE: AYES: _____ NAYS: _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

* * * * *

Proposed Motion

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To adopt Resolution No. 12-48, approving the business subsidy for economic development assistance to Luther Properties, LLC for the Sinclair Property Redevelopment Project and authorize the execution of a Development Agreement providing \$214,210 in tax increment financing support to assist with the demolition and clean-up of the gas/service station property to facilitate new development, in accordance with the terms and conditions outlined.

VOTE: AYES: _____ NAYS: _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

To: Mayor and City Council Members

From: Tom Simonson
Assistant City Manager and Community Development Director

Date: June 14, 2012

Re: Approval of Business Subsidy for Economic Development Assistance to Luther Properties, LLC for the Sinclair Redevelopment Project and Authorize Execution of Tax Increment Financing Development Agreement

Introduction

The City has received a formal request from Luther Properties, LLC for tax increment financing (TIF) assistance to facilitate the redevelopment of the Sinclair gas station property at the southeast corner of Lexington Avenue and Red Fox Road for a new TCF Bank branch facility. The City Council must conduct a public hearing on the proposed business subsidy before taking action to authorize the execution TIF Development Agreement.

Sinclair Redevelopment

Luther Properties, LLC, the property owner of the Sinclair gas station, is seeking tax increment support from the City to assist with the demolition and clean-up of the property in the amount of \$214,210. If approved, the City would provide the assistance through existing funds from TIF District No. 5 under the temporary authority provided by State law. The property owner and TCF Bank are both aware that this requires construction activity to commence prior to July 1st of this year in order to qualify the project for use of these tax increment funds.

Last month, the Council and Economic Development Authority discussed the merits of the redevelopment project and request for tax increment financing support. Both the Council and EDA were supportive of providing public funds to help facilitate the clean-up and redevelopment of the property, subject to terms outlined in a formal agreement. The Council and EDA also indicated that the assistance would require the property owner and/or developer to provide public benefits in exchange for the funding support, including:

- a. Provision for an easement at the corner of Lexington Avenue and Red Fox Road for a joint retail area monument sign (this would require a cooperative agreement for the construction and maintenance of sign that could potentially include the Super Target, Stonehenge Retail Center, potential specialty anchor market, and TCF Bank). The specific easement area will need to be defined, and will require discussions among the private commercial parties. Stonehenge USA has already had discussions with representatives of TCF Bank on the terms of an agreement and sign design. This condition is referenced in the proposed TIF Development Agreement with Luther Properties but also incorporated in the propose Site Development Agreement with TCF Bank, as they will be the party dedicating the sign easement area.

- b. Dedication of a 10-foot wide strip of land for additional public right-of-way along Red Fox Road and a 15-foot wide strip of land along the Lexington Avenue frontage to support planned traffic improvements. TCF Bank has agreed to provide the land and modify their site plan accordingly. Again, this condition is referenced in the proposed TIF Development Agreement with Luther Properties but also incorporated in the proposed Site Development Agreement with TCF Bank, as they will be the party dedicating the right-of-way to the City and County.

Attached is a draft TIF Development Agreement prepared by the City's economic development attorney for Council review and consideration. The agreement includes the terms and conditions for the City to provide tax increment assistance of up to a maximum of \$214,210 for the demolition and clean-up related costs of the Sinclair gas station site in order to facilitate the redevelopment for a TCF Bank. The property owner would not receive reimbursement up to the maximum amount of assistance without providing supporting documentation showing actual costs incurred and until the TCF Bank project is completed.

The EDA had requested an analysis on the anticipated payback of the public assistance by future increased property taxes generated from the redevelopment project. In addition to the benefits of redeveloping an old gas station property at a high visible commercial corner and the dedication of land for public right-of-way and easement for a joint entry signage, the following table shows that the public investment for supporting the project will be paid back in less than 6 years:

Sinclair /TCF Tax Analysis			
Current Value	\$ 684,000	Future Value	\$ 2,400,000
Current Taxes	\$ 25,754	Estimated Future Taxes	\$ 63,108

Additional taxes generated	\$ 37,354
TIF Requested	\$ 214,210
Repayment of TIF (years)	5.73

The City has the ability to utilize remaining unobligated funds from TIF District No. 5 to assist with the public improvements being planned for Red Fox Road to support the TCF Bank development and other commercial properties in the busy retail area. Staff has estimated that approximately \$282,000 may be available from TIF District No. 5 to direct towards the costs of the public improvements, but these funds can only be used as part of assisting with the Sinclair redevelopment. City engineering staff are preparing a feasibility report on the needed upgrades to Red Fox Road and will be developing both design and cost estimates for Council consideration. The road improvements could begin this fall and will likely include assessments to property owners in the project area.

Recommendation

As required by State law, the City Council must hold a public hearing in consideration of providing a business subsidy to support the Sinclair Redevelopment Project by Luther Properties, LLC. The financial

assistance proposed through tax increment financing resources is considered a “business subsidy” as defined under Minnesota Statutes, Section 116J.993 to 116J.995 (the “Business Subsidy Act”).

At their June 11th meeting, the Economic Development Authority considered the request and unanimously voted to recommend to the City Council approval of the Development Agreement with Luther Properties, LLC providing a maximum of \$214,210 in tax increment assistance for the Sinclair gas station demolition and clean-up to facilitate new commercial development.

Staff recommends adoption of Resolution No. 12-48, approving a business subsidy for economic development assistance to Luther Properties, LLC for the Sinclair Redevelopment Project and authorizing the execution of a Development Agreement providing up to \$214,210 in tax increment financing support in accordance with the terms and conditions outlined.

CITY OF SHOREVIEW, MINNESOTA

RESOLUTION NO. 12-48

**RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT
AGREEMENT WITH LUTHER PROPERTIES, LLC.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREVIEW
(the "City") AS FOLLOWS:**

WHEREAS, the City of Shoreview, Minnesota (the "City") has heretofore approved the establishment of Tax Increment Financing District No. 5 (the "District") pursuant to the Minnesota Tax Increment Financing Law, Minnesota Statutes, sections 469.174-469.1799 (the "Tax Increment Act"); and

WHEREAS, section 469.176, subd. 4m, of the Tax Increment Act provides that tax increment authorities may use tax increments from their tax increment districts to provide improvements, loans, interest rate subsidies, or assistance in any form to private developments consisting of the construction or substantial rehabilitation of buildings and ancillary facilities, if doing so will create or retain jobs in the State, including construction jobs, and if the construction commences before July 1, 2012, and would not have commenced before that date without the assistance; and

WHEREAS, the City has received a proposal from Luther Properties, LLC (the "Developer", pursuant to which the Developer would undertake environmental remediation and site preparation activities (the "Site Preparation") on certain land in the City to prepare that land for development of a bank facility; and

WHEREAS, the Developer has also proposed that the City provide financial assistance to the Developer using tax increment revenues from the District; and

WHEREAS, the City has determined that construction of the Site Improvements and subsequent construction of the bank facility is in the best interests of the City and the state of Minnesota, will create or retain construction jobs in the City and state, will create long term employment opportunities in the City and state, will result in the development of property that is current underutilized and which contains substandard improvements, and would not commence prior to July 1, 2012, without the tax increment assistance requested by the Developer; and

WHEREAS, the City has held a public hearing on the provision of the tax increment assistance to the Developer as required by Minnesota Statutes, section 116J.994, subd. 5, and because the Developer has no control over the number of construction or long term jobs that will be created because of the construction of the Improvements the City has set the goal of the number of jobs to be created by the Developer at zero; and

WHEREAS, there has been presented to the City Council of the City a proposed Development Agreement (the "Agreement") between the City and the Developer setting forth the

terms of the City's provision of financial assistance to the Developer in connection with the construction of the Site Improvements and the subsequent construction of the bank facility.

NOW, THEREFORE, the City Council of the City does hereby approve the Agreement in substantially the form presented to the City Council subject to such modifications as the City Manager and legal counsel may approve.

Adopted this 18th day of June, 2012.

Mayor

Attest: _____

June 13, 2012

DEVELOPMENT AGREEMENT

By and Between

THE CITY OF SHOREVIEW

and

LUTHER PROPERTIES, LLC

Dated as of: June ___, 2012

This document was drafted by:

BRADLEY & DEIKE, P. A.
4018 West 65th Street, Suite 100
Edina, MN 55435
Telephone: (952) 926-5337

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SCHEDULE A Description of Property

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made on or as of the ____ day of June, 2012, by and between the City of Shoreview, Minnesota, a statutory City under the laws of the state of Minnesota (hereinafter referred to as the "City") having its principal office at 4600 Victoria Street North, Shoreview, Minnesota 55126-5817, and Luther Properties, LLC, a Minnesota limited liability company (hereinafter referred to as the "Developer"), having its principal office at 201 West County Road E2, New Brighton, Minnesota 55112.

WITNESSETH:

WHEREAS, in order to encourage the development of unused, under-used or inappropriately used areas of the City, to encourage new businesses to locate within the City and existing businesses to remain and expand in the City, to increase employment opportunities within the City and to increase the tax base of the City and State, the City has created various tax increment financing districts within the City pursuant to the Minnesota Tax Increment Financing Law, Minnesota Statutes, sections 469.174-469.1799 (the "Tax Increment Act"); and

WHEREAS, the Developer is the owner of certain real property located in the City (which real property is referred to herein as the "Property"); and

WHEREAS, the Developer has entered into a purchase agreement (the "Purchase Agreement") with TCF National Bank ("TCF") pursuant to which TCF has agreed to purchase the Property for the purpose of constructing a new bank facility on the Property; and

WHEREAS, Developer has agreed to undertake certain site preparation activities on the Property prior to its conveyance of the Property to TCF; and

WHEREAS, the Developer has submitted a proposal to the City pursuant to which the City would use funds from its tax increment districts to pay for a portion of the Developer costs of preparing the Property for development of the bank facility; and

WHEREAS, the construction of the bank facility necessitates the construction of certain improvements to the public roads serving the Property; and

WHEREAS, section 469.176, subd. 4m, of the Tax Increment Act provides that tax increment authorities may use tax increments from their tax increment districts to provide improvements, loans, interest rate subsidies, or assistance in any form to private developments consisting of the construction or substantial rehabilitation of buildings and ancillary facilities, if doing so will create or retain jobs in the State, including construction jobs, and that the construction commences before July 1, 2012, and would not have commenced before that date without the assistance; and

WHEREAS, the City is willing to provide the assistance requested by the Developer on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"Assistance" means the financial assistance to be provided by the City to the Developer pursuant to this Agreement.

"City" means the City of Shoreview, Minnesota, its successors and assigns.

"County" means Ramsey County, Minnesota.

"Developer" means Luther Properties, LLC, a Minnesota limited liability company, its successors and assigns. TCF shall be specifically excluded from the definition "Developer".

"Event of Default" means an action by the Developer listed in Article VIII of this Agreement.

"Property" means the real property described on the attached Schedule A to this Agreement.

"Public Improvements" means the improvements to be made to Red Fox Road in order that the TCF Improvements may be constructed.

"Purchase Agreement" means the purchase agreement between the Developer and TCF dated March 31, 2012.

"Site Improvements" means the site preparation activities to be undertaken by the Developer on the Property as more fully set forth on the attached Exhibit B.

"State" means the State of Minnesota.

"Tax Increment Act" means Minnesota Statutes, sections 469.174-469.1799.

"TCF" means TCF National Bank.

“TCF Improvements” means the bank facility to be constructed on the Property after Developer’s conveyance of the Property to TCF.

"Unavoidable Delays" means delays which are the direct result of acts of God, unforeseen adverse weather conditions, strikes, other labor troubles, fire or other casualty to the Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, acts of any federal, state or local governmental unit, or preleasing requirements of Developer’s lenders, and which directly results in delays.

ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city duly organized and existing under the laws of the State. Under State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a Minnesota limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its member control agreement or operating agreement or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its chief manager.

(b) The Developer will undertake the construction of the Site Improvements on the Property in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations).

(c) The Developer has received no notice or communication from any local, state or federal official that the activities of the Developer or the City on the Property may be or will be in violation of any environmental law or regulation. The Developer is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure. In the event that the City is required to take any action to obtain any necessary permits or approvals with respect to the Property under any local, state or federal environmental law or regulation, the Developer will cooperate with the City in connection with such action.

(d) The Developer could not and would not proceed with the construction of the Site Improvements without the Assistance being provided by the City, and construction of the Site Improvements would not commence before July 1, 2012, absent the Assistance.

ARTICLE III

Assistance

Section 3.1. Development Proposal. Developer owns the Property. The Developer has entered into the Purchase Agreement with TCF under which TCF has agreed to purchase the Property. The Purchase Agreement provides that prior to TCF accepting title and possession of the Property the Developer must undertake and complete certain site preparation activities including environmental remediation and demolition of existing structures on the Property (the "Site Improvements"). After the Property is deeded to TCF, TCF intends to construct a bank facility (the "TCF Improvements") on the Property. The Developer has represented to the City that the proposed development would not occur without certain financial assistance from the City (the "Assistance") to offset a portion of the cost of the development and that such construction would not commence before July 1, 2012, without the Assistance. In consideration for the Developer's agreement to construct the Site Improvements and the understanding that TCF will construct the TCF Improvements the City is willing to provide the Assistance to the Developer subject to the terms and conditions set forth in this Agreement and subject to the terms and conditions set forth in the Purchase Agreement.

Section 3.2. Assistance. (a) The City is willing to provide the Assistance in the maximum amount of \$214,210.00 to offset the costs to be incurred by the Developer in undertaking the Site Improvements. The City's obligation to provide the Assistance to the Developer shall be subject to satisfaction, or waiver by the City in writing, of all of the following conditions precedent:

- (i) no Event of Default, and no event which with the giving of notice or the lapse of time or both would constitute an Event of Default, shall have occurred and be continuing and all representations and warranties made by the Developer herein shall continue to be true and correct as of the date of such payment;
- (ii) the Developer shall have obtained all permits and approvals to undertake the Site Improvements;
- (iii) the Developer shall have completed the Site Improvements as described in Section 4.3;
- (iv) the Developer shall have furnished to the City evidence that it has paid the cost of the Site Improvements and that such cost equals or exceeds the Assistance; and
- (v) TCF shall have substantially completed the TCF Improvements, as evidenced by the City's issuance of a certificate of occupancy.

Section 3.3. Public Improvements. The TCF Improvements cannot be constructed unless certain improvements are made to Red Fox Road. Such improvements are referred to herein as the "Public Improvements". The City will be responsible for constructing the Public Improvements.

3.4. Business Subsidy Agreement. The provisions of this Section constitute the “business subsidy agreement” for the purposes of the Business Subsidy Act, Minnesota Statutes, sections 116J.993 to 116J.995.

(a) General Terms. The parties agree and represent to each other as follows:

(i) The subsidy provided to the Developer includes the Assistance paid to the Developer.

(ii) The public purposes of the subsidy are to promote the development of a commercial development in the City, to develop real property that contains substandard buildings and improvements and is currently underutilized, to increase employment opportunities in the City, and to increase the tax base of the City and the State.

(iii) The goals for the subsidy are: to secure development of the TCF Improvements on the Property and to maintain such TCF Improvements as a commercial development for at least five years as described in Section 3.4(a)(vi) below.

(iv) If the goals described in Section 3.4(a)(iii) are not met, the Developer must make the payments to the City described in Section 3.4(c).

(v) The subsidy is needed because the costs the Site Improvements and the costs of installing necessary infrastructure to develop the Property prevent the Developer and TCF from undertaking the project without the Assistance.

(vi) The Developer must maintain the Improvements or cause the Improvements to be maintained as a commercial development for at least five years after the date of issuance of the certificate of occupancy for the TCF Improvements.

(vii) The Developer (does) (does not) have a parent corporation.

(viii) The Assistance is being provided from tax increments from the City’s tax increment financing District No. 5, which is a renewal and renovation tax increment district.

(b) No Job and Wage Goals. The City has held a public hearing as required by the Business Subsidy Act and following such public hearing has set the wage and job goals to be met by the Developer at zero. The City has found that the development of the Site Improvements and TCF Improvements will create construction jobs in the City and State that absent the provision of the Assistance would not have been created. However, the Developer will not have control over either the number of construction jobs created in connection with the construction of the Site Improvements and TCF Improvements or the wages to be paid to the construction workers. Nor will the Developer have control over the number of employees to be employed in the TCF

Improvements or their wages. Therefore, the City has set the wage and job goals to be met by the Developer at zero.

(c) Remedies. If the Developer fails to meet the goals described in Section 3.4(a)(iii), the Developer shall repay to the City within ten (10) days written demand from the City: (1) a “pro rata share” of the Assistance advanced prior to the date of such repayment (2) interest on the amount in clause 3.4(c)(1) at the implicit price deflator for government consumption expenditures and gross investment for state and local governments prepared by the bureau of economic analysis of the United States Department of Commerce for the 12 month period ending March 31 of the year prior to the year in which the payment from the Developer is due accrued from the date of the issuance of the certificate of occupancy for the TCF Improvements to the date the Developer makes the payment to the City required by this Section 3.4(c). The term “pro rata share” means a percentage calculated as follows: if the failure relates to maintenance of the TCF Improvements as a commercial facility in accordance with Section 3.4(a)(vi), 60 less the number of months of maintenance as a retail/commercial facility (where any month in which the Improvements is in operation for at least 15 days constitutes a month of operation), commencing on the date of the certificate of occupancy and ending with the date the TCF Improvements ceases operation as determined by the City, divided by 60.

Nothing in this Section shall be construed to limit the remedies of the City under Article IX hereof. In addition to the remedy described in this Section and any other remedy available to the City for failure to meet the goals stated in Section 3.4(a), the Developer agrees and understands that it may not receive a business subsidy from the City or any grantor (as defined in the Business Subsidy Act) for a period of five years from the date of the failure or until the Developer satisfies its repayment obligation under this Section, whichever occurs first.

(d) Reports. If required by the City, the Developer shall submit to the City a written report regarding business subsidy goals and results by no later than February 1 of each year, commencing February 1, 2012, and continuing until the later of (i) the date the goals stated in Section 3.4(a)(iii) are met; (ii) 30 days after expiration of the five-year period described in Section 3.4(a)(vi); or (iii) if the goals are not met, the date the subsidy is repaid in accordance with Section 3.4(c). The report must comply with Section 116J.994, subdivision 7 of the Business Subsidy Act. The City will provide information to the Developer regarding the required forms. If the Developer fails to timely file any report required under this Section, the City will mail the Developer a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, the Developer fails to provide a report, the Developer must pay to the City a penalty of \$100 for each subsequent day until the report is filed. The maximum aggregate penalty payable under this Section \$1,000.

ARTICLE IV

Construction of Site Improvements

Section 4.1. Construction of Site Improvements. The Developer agrees that it will construct the Site Improvements on the Property in accordance with the approved construction and site plans approved by the City and at all times will maintain, preserve and keep the Improvements or cause the Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition and in accordance with all applicable laws and ordinances.

Section 4.2. Construction Plans and Site Plan.

(a) The City's willingness to provide the Assistance to the Developer is predicated upon and subject to the agreement that Developer will construct the Site Improvements and that TCF will construct the TCF Improvements and that the TCF Improvements and the Site Improvements will be of such quality and nature as will satisfy the City's goals for the development of the Property. The Developer has submitted and the City has approved plans for the construction of the Site Improvements. TCF has submitted and the City has approved plans for the construction of the TCF Improvements. Nothing in this Section shall be deemed to relieve the Developer's obligations to comply with the requirements of the City's normal construction permitting process. All construction plans shall be in compliance with the materials submitted to and approved by the City.

(b) If the Developer desires to make any material change in any construction plans or site plan after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans and site plan, as modified by the proposed change, conform to the requirements of this Agreement and such changes do not materially alter the nature, quality or exterior appearance of the Improvements, the City will approve the proposed change and notify the Developer in writing of its approval. Any requested change in the Construction Plans or site plan shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Developer, setting forth in detail the reasons therefor. Such rejection shall be made within thirty (30) days after receipt of the notice of such change.

(c) As a part of the City's approval of the plans for the Site Improvements and TCF Improvements, the City has required that TCF enter into a site development agreement. This site development agreement requires that a portion of the property be dedicated for right of way purposes to allow the construction of the Public Improvements. It also requires the execution of an easement over a portion of the Property to allow the placement of a joint retail area monument. If these actions do not occur, the City will not provide the Assistance under this Agreement.

Section 4.3. Commencement and Completion of Construction. (a) The Developer agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Developer, and its successors and assigns, shall promptly begin and

diligently prosecute to completion construction of the Site Improvements within the period specified in this Section 4.3 of this Agreement.

(b) The Developer shall commence the Site Improvements by June 30, 2012, and, subject to unavoidable delays, shall complete such construction by December 31, 2012. The Developer understands that under State law the City may only provide the Assistance if construction of the Site Improvements commences by June 30, 2012, and if TCF completes construction of the TCF Improvements.

ARTICLE V

Insurance

Section 5.1. Insurance. The Developer will provide and maintain at all times during the process of constructing the Site Improvements and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(a) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Site Improvements at the date of completion, and with coverage available in nonreporting form on the so called "all risk" form of policy;

(b) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, Broadening Endorsement including contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(c) Worker's compensation insurance, with statutory coverage and employer's liability protection.

The policies of insurance required pursuant to clauses (a) and (b) above shall be in form and content satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State, the liability insurer to be rated A or better in Best's Insurance Guide. The policy of insurance delivered pursuant to clause (a) above shall contain an agreement of the insurer to give not less than thirty (30) days' advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder.

ARTICLE VI

Taxes

Section 6.1. Real Property Taxes. So long as the Developer owns the Property the Developer agrees that it will pay all real property taxes payable with respect to the Property in a timely manner and prior to imposition of penalty. The City shall have the right to institute a

legal action against Developer to collect such taxes in the event that the Developer fails to pay the same when due.

ARTICLE VII

Indemnification

Section 7.1. Release and Indemnification Covenants. (a) The Developer releases from and covenants and agrees that the City and the governing body members, officers, agents, servants and employees thereof shall not be liable for and agrees to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Site Improvements.

(b) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the following named parties, the Developer agrees to protect and defend the City and the governing body members, officers, agents, servants and employees thereof, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Site Improvements.

(c) Except for any negligence on the part of the following named parties, the City and the governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of the company or its officers, agents, servants or employees or any other person who may be about the Property due to any act of negligence of any person.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

ARTICLE VIII

Events of Default

Section 8.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.

(b) Failure by the Developer to commence or complete construction of the Site Improvements in accordance with the terms of this Agreement but only if the Developer has received the Assistance.

(c) Failure by Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

(d) The Developer does any of the following: (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) make an assignment for the benefit of its creditors, except as otherwise permitted in Section 7.4 of this Agreement; or (iii) admit, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

Section 8.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 9.1 of this Agreement occurs, the City may immediately suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under the Agreement and may take any one or more of the following actions after providing thirty (30) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days:

(a) Declare the Assistance paid to the Developer immediately due and repayable by the Developer to the City, in which case the Developer shall be obligated to repay the Assistance that has been paid to the Developer.

(b) Terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 8.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article VIII.

Section 8.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the

other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 8.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within thirty (30) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE IX

Additional Provisions

Section 9.1. Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor in interest or on any obligations under the terms of this Agreement.

Section 9.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 9.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at 201 West County Road E2, New Brighton, Minnesota 55112, and

(b) in the case of the City, is addressed to or delivered personally to the City at 4600 Victoria Street North, Shoreview, Minnesota 55126-5817,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 9.4. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer or any third party.

Section 9.5. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 9.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.7. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

Section 10.8 Termination. This Agreement will terminate five (5) years after TCF has received a Certificate of Occupancy for the TCF Improvements.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF SHOREVIEW, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

LUTHER PROPERTIES, LLC

By _____
Its Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____ and _____, the Mayor and City Manager of the City of Shoreview, Minnesota, a statutory city under the laws of the State of Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by David M. Kroona, the Chief Manager of Luther Properties, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

SCHEDULE A

Description of Property

Lot 3, Block 1, Shoreview Target Addition, Ramsey County, Minnesota

EXHIBIT B

Description of Project

Pursuant to the terms of the Purchase Agreement with Buyer, Seller shall complete the following work at the following cost (the "Project"):

Phase 1 ESA w/Environmental Lien Search	\$ 2,350.00
Health & Safety Plan (Phase II, Tank Removal and Demolition Activities)	\$ 510.00
Limited Phase II Subsurface Investigation	\$ 5,740.00
Tank and Hoist Removal Supervision/Sampling/Reporting (includes laboratory analysis of collected soil samples)	\$ 5,850.00
Subcontractor Tank System and Hoist Removal (UST, hoists, piping, and dispenser removal w/backfill and permits; does not include product or water removal from tanks and lines)	\$ 22,540.00
Pre-demolition Survey of Site building, signs and dispenser canopy	\$ 3,750.00
Coordination and Demolition Oversight	\$ 1,610.00
Subcontractor Site Building, Canopy and Sign Demolition (Asphalt/concrete removal and Site restoration included)	\$ 26,500.00
Petroleum Brownfield Program Enrollment/DRAP preparation	\$ 2,700.00
Boundary and Topographic Survey w/Overlap	\$ 4,000.00
Update Boundary/Topographic Survey to ALTA Standards	\$ 1,000.00
Geotechnical Investigation	\$ 4,950.00
Standard Scope Limited Site Investigation (petroleum contamination encountered)	\$ 9,600.00
Remedial Investigation/Corrective Action Design (4 monitoring well installations, sampling and reporting)	\$ 14,000.00
Contaminated Soil Excavation Oversight and Sampling	\$ 4,610.00

Excavation, transportation and disposal of contaminated soil (estimated 600 cubic yards at \$35 per cubic yard for disposal)	\$ 21,000.00
Redevelopment Land Surveying	\$ 14,500.00
Civil Engineering Services	\$ 19,000.00
Install a sediment tanks and construct such other improvements as may be required by the Rice Creek Water Shed District relating to storm water management	<u>\$ 50,000.00</u>

TOTAL PROJECT ESTIMATE	\$214,210.00
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As a requirement of the Purchase Agreement, Seller has agreed to demolish and remove all existing improvements on the Property, including the underground storage tank system, pumps and canopies, perform all remedial work necessary to provide a soil free and clear of hazardous material, rough grade the lot and construct a ready-to-build site. But for the removal of the existing use and remediation and improvement of the lot, there would not be a fair market sale of the site to TCF National Bank. The requested tax increment assistance is required to remove the existing use and create a buildable site.

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

**CITY OF SHOREVIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that the City Council of the City of Shoreview, County of Ramsey, State of Minnesota, will hold a public hearing on Monday, June 18th, at approximately 7:00 pm at the City of Shoreview Council Chambers in the Shoreview City Hall, 4600 Victoria Street North, Shoreview, Minnesota on the provision of utilizing temporary tax increment authority (Minnesota Statutes, Section 469.176, subd. 4m) to provide economic development assistance to Luther Properties LLC, for redevelopment of a commercial site located at 3836 Lexington Avenue North, Shoreview. The financial assistance will be a business subsidy under Minnesota Statutes, Section 116J.993 to 116J.995 (the "Business Subsidy Act"). A summary of the terms of the business subsidy is available for inspection at City Hall. Any person with residence in the City or the owner of taxable property in the City may file a written complaint with the City. If the City fails to comply with the Business Subsidy Act, no action may be filed against the City for failure to comply unless a written complaint is filed.

All interested persons may appear at the hearing and present their views orally or prior to the meeting in writing.

**BY ORDER OF THE CITY COUNCIL OF
THE CITY OF SHOREVIEW, MINNESOTA**

Terry Schwerm, City Manager

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To approve a \$5000 contribution to the Turtle Lake Elementary School playground project, consistent with the City's adopted policy.

ROLL CALL:	AYES	NAYS
HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

Regular Council Meeting
June 18, 2012

TO: MAYOR AND COUNCILMEMBERS

**FROM: TERRY SCHWERM
CITY MANAGER**

DATE: JUNE 15, 2012

SUBJECT: REQUEST FOR CONTRIBUTION—TURTLE LAKE PLAYGROUND REPLACEMENT

INTRODUCTION

Earlier this year, Mayor Martin received a letter from Turtle Lake Elementary School Principal Darin Johnson requesting that the City contribute \$5000 toward the replacement/improvement of their school playground. The City Council is being asked to approve the contribution toward this project.

BACKGROUND

The current Turtle Lake School playground was installed in 1994. At that time, the City made a financial contribution to that project. In the past year, Turtle Lake has created a playground committee that is developing plans and raising money to replace the playground that has been in place for nearly 20 years. The Committee has been working at developing an inclusive playground design that would be accessible and usable by children of all abilities. Attached is a copy of the letter from Principal Johnson, as well as a project overview that provides a more detailed description of the project.

Since the mid-1990's, the City has contributed to playground replacements at nearly every public elementary school located in the community. In 2001, the City adopted the attached policy for funding of playground renovation or replacement requests from public schools. The policy indicates that the City will consider a cumulative maximum contribution of \$5000 for playground renovations within a 10-year period.

The Park and Recreation Commission reviewed this request at their May 26, 2011 meeting and recommended that the City contribute \$5000 for this project consistent with the adopted City policy. Attached are the commission minutes from that meeting. The contribution would be from the City's Capital Improvement Fund. The City would not contribute the money until the committee has raised enough money to insure the project will be constructed.

Turtle Lake Principal Darin Johnson and Playground Committee Chair Jan Sprain will be at the Council meeting to make a presentation regarding this project.

RECOMMENDATION

Based on the foregoing information, it is recommended that the City Council approve a \$5000 contribution to the Turtle Lake Elementary School playground project, consistent with the City's adopted policy.

March 1, 2012

Mayor Sandy Martin
City of Shoreview
4600 North Victoria Street
Shoreview, MN 55126

Dear Sandy,

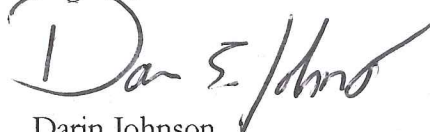
Turtle Lake Elementary School and the City of Shoreview have long enjoyed a productive and collaborative working relationship. The City of Shoreview was a generous supporter of the 1994 improvements made to the Turtle Lake Elementary playground structure. We appreciated this support and are pleased that the Parks and Recreation Commission has decided to partner with the Turtle Lake community as we look to enhance our aging playground with an inclusively designed play structure.

Jen Sprain, the Chair of the Turtle Lake Playground Committee, has shared with me that Jerry Haffeman, Parks and Recreation Director, along with the Parks and Recreation Commission had verbally committed \$5,000 in support of our project back in May of 2011. Although we are still determining the full scope of the project, we do anticipate honoring the investment that the Commission has committed. Once our recognition policy has been finalized we will provide you with the details on how we will recognize this gift.

As the project continues to build momentum, we anticipate that you may have constituents ask for your insight regarding this endeavor. To better prepare you and your staff, I am providing you with our current project overview, as well as our FAQ reference sheet. However, please do not hesitate to contact me if you have any questions. I can be reached at 651-621-7703.

Thank you again for the City of Shoreview's continued support. I am very excited about this project and look forward to sharing our progress in the months to come.

Regards,



Darin Johnson
Principal
Turtle Lake Elementary School



Turtle Lake Playground Committee Project Overview

Built in the early 1990's, the Turtle Lake Elementary playground is currently not meeting the needs of all of our children. Based on survey results conducted in September of 2011, the Turtle Lake community feels there is an opportunity to improve our existing playground:

- 67.5% of the respondents felt that Turtle Lake is lacking in innovative, updated equipment
- 71.6% responded that they would like to see additional equipment in available space
- Over 50% would like to see existing equipment replaced with new equipment
- 59.6% felt it was either important or very important that the playground include a more "universal design" which would make it more accessible to children of all abilities

Furthermore, Turtle Lake serves as a model of excellence. As the Turtle Lake vision statement reflects, "Turtle Lake will provide a positive learning environment which stimulates students to develop healthy relationships and implement goals through effective problem-solving techniques in order to achieve their personal best academically and socially." Our school has fostered an inclusive indoor learning environment to help students achieve their personal best academically. One way children achieve their personal best socially, is through play. Extending this quality of inclusion to the outdoors, through the playground improvements, would help foster development of each child's personal best socially as well.

As a result, the Turtle Lake Playground Committee is considering how to best enhance the school's playground to provide an enriching and inclusive environment that will more effectively meet the needs of all Turtle Lake students and the surrounding community. Because the scope of this project is outside and beyond district and PTA funding, it is important to recognize that plans for classroom enrichment will not be affected. Funding that would be used to support this project would be garnered through fund-raising efforts. As such, the project has a tiered phase approach:

Phase 1: Assessment - Assess feasibility of the playground improvements

- Research options available to address our identified needs
- Determine at what level we are able provide playground enhancements at this time (minor modifications vs. universal playground) or to what degree between

Phase 2: Development of Resources - Generate appropriate resources for playground improvements (scope of Phase 2 TBD based on findings of Phase 1)

- Small Scale/Medium Scale/Large Scale

Phase 3: Implementation - Implement updates to existing playground

With the help of community members, Turtle Lake professionals, parents and playground personnel we plan to implement improvements that will ultimately support a "playground for everyone". This would involve enhancements to the existing playground to include safe, solid surfacing allowing children of all abilities to play together, access the equipment and their friends. It is important that we are intentional with the money that is raised, whether large or small scale, so that we are forward-thinking about what may be developed in the future. In doing so, we will lay the appropriate groundwork for a playground that will best align with the Turtle Lake vision and meet the needs of all students.

POLICY FOR CONSIDERING REQUESTS FOR FUNDING OF OUTDOOR PLAYGROUND RENOVATION PROJECTS AT PUBLIC SCHOOL SITES IN SHOREVIEW

Statement of Purpose

The purpose of this policy is to establish consistent procedures for consideration of requests for financial participation in the reconstruction or expansion of outdoor playground areas at public school sites in Shoreview.

Background

The City of Shoreview has four public elementary school sites located in the City. Three of the schools (Island Lake, Snail Lake and Turtle Lake) are within the Mounds View School District (ISD 621) and the fourth school (Emmet D. Williams) is in the Roseville School District (ISD 623). Each of these public schools has significant outdoor playground areas that are used by students at the school. The playgrounds are also used by the community during non-school hours and throughout the summer months.

Any improvements or reconstruction of outdoor playground areas at public elementary schools generally are undertaken by the school's parent-teacher organization (PTO). The PTO's are responsible for all of the fundraising and have traditionally contacted the City seeking contributions for playground renovation projects. In the past, the City has been inconsistent in its support of these projects. In some cases, the City has made both financial and in-kind contributions to the project and, in other cases, the City has chosen not to participate in the project. These projects are normally undertaken every 10-15 years.

The City Council and Park and Recreation Commission strongly believe that the public elementary playgrounds are a significant benefit to the community. Further, the City plays an active role in maintaining the athletic fields at all of the elementary school sites for use by youth athletic associations. The outdoor playgrounds serve as complimentary facilities to these athletic fields.

Policy

Any requests for a City contribution to playground renovation projects at public elementary school sites in Shoreview shall be referred to the Park and Recreation Commission. The Park and Recreation Commission shall review the requests and make a recommendation to the Council.

Requests should include:

1. A site plan and description of the project;
2. The budget for the project;

3. A project timetable;
4. Description of the benefit of the project; and
5. Name and phone number of a contact person for the project.

The City of Shoreview will consider a cumulative maximum contribution of \$5,000 for any playground renovation project at a public elementary school in Shoreview. A school may receive no more than \$5,000 during any 10-year period for this purpose. Any contribution will be funded from the City's Park Improvement Fund.

MINUTES
PARKS & RECREATION COMMISSION
May 26, 2011

CALL TO ORDER

The meeting was called to order at 7:07 p.m.

ROLL CALL

Members present: C. Oltman, M. Hauck, L. Larson, C. Jauch, K. Peterson, A. Hedrick, P. Sager

Members absent: M. Murphy, C. Healy

Staff present: Jerry Haffeman, Parks and Recreation Director

Guests: Jennifer Sprain PTA of Turtle Lake School

MINUTES

The minutes of April 28, 2011 were approved as mailed.

TURTLE LAKE SCHOOL PLAYGROUND PROPOSAL

Jennifer Sprain outlined the scope of the project to replace the playground equipment at Turtle Lake School. The existing playground equipment was installed in 1994 and the equipment is nearing its useful life and although safe it is worn out. The staff reminded the Parks and Recreation Commission that the City does have a policy that states the City may contribute up to \$5000.00 in a ten year period for playground equipment. The PTA will sponsor several fund raisers to raise the money to complete the project. They would like to install the equipment in 2012. A. Hedrick moved to recommend to the City Council that the City contribute \$5000.00 to the Turtle Lake School PTA for replacement of playground equipment at the school site. L. Larson seconded Motion passed 4-1 C. Jauch abstained because she is on the PTA of Turtle Lake School.

SIGNATURE PROJECT UPDATE

C.Oltman reported on the results of the first Signature Project Committee meeting. The consultant is preparing a number of concept plans to review at the next meeting June 2, 2011.

COMMUNITY CENTER REPORT

Jerry Haffeman reviewed a number of incidents with a group of middle school age youth. The City has also been notified of potential criminal activity at the skate park. The police and SRO at Chippewa Middle School have been involved in the investigation. The City has closed the skate park until further notice.

CAPITAL PROJECTS

Staff gave a status report on the current projects. All projects are on schedule.

COMMISSION REPORTS

None of the commission members received the e-mailed agendas. Staff will investigate.

ADJOURNMENT

The meeting adjourned at 8:45 p.m.

MOTION

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To approve the Final PUD request submitted by TCF Bank, permitting the redevelopment of the Sinclair property, 3836 Lexington Avenue, with a retail bank facility, subject to the following conditions:

1. Approval of the construction plans is required by the Public Works Director, Building Official and City Planner prior to the issuance of a grading or building permit for this development.
2. Execution of the Development Agreements, including the Erosion Control Agreement is required prior to the issuance of a grading or building permit.
3. Easements for Red Fox Road, Lexington Avenue and the commercial gateway sign shall be executed prior to the issuance of a grading or building permit.
4. These approvals expire within one-year of the date approved by the City Council.

This approval is based on the following findings of fact:

1. The proposed land use is consistent with the designated commercial land use in the Comprehensive Plan and PUD.
2. The redevelopment supports the City's commercial land use goals regarding the reinvestment in commercial areas and providing services which support resident needs and employment opportunities.
3. Redevelopment of this site provides the City with an opportunity to address roadway improvements and infrastructure needs in this commercial area.

ROLL CALL: **AYES** _____ **NAYS** _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____
Regular City Council Meeting		
June 18, 2012		

TO: Mayor, City Council, and City Manager

FROM: Kathleen Nordine, City Planner

DATE: June 15, 2012

SUBJECT: File No. 2434-11-27; Final Planned Unit Development, TCF Bank/Luther Properties, 3836 Lexington Avenue

INTRODUCTION

TCF Bank submitted an application for the Final Planned Unit Development for the redevelopment of the Sinclair property at 3836 Lexington Avenue. TCF is proposing to redevelop the site by demolishing the existing fuel service station and associated improvements and constructing a new bank facility. The City Council approved the development stage of the PUD at the June 4th meeting.

Final Plans have been prepared and the developer is seeking approval of the Final PUD, including the Development Agreement.

FINAL PLANNED UNIT DEVELOPMENT

The plans have been reviewed in accordance with the Development Code and previous approvals. The plans are consistent with the previous development stage PUD approval. The following summarizes how a few issues raised during the review process have been resolved.

Red Fox Road and Lexington Avenue - Access

Access to the site is proposed off of Lexington Avenue and Red Fox Road with a restricted right turn in lane and full access off of the Target private driveway. Currently, the site is developed with full access off of both roadways. While these access points do present some minor conflict with traffic flow on both roadways, the City and County are amenable to the access provided the applicant agrees to provide additional right-of-way needed for both roadways for additional turning lanes. An additional 10' will be provided for Red Fox Road while an additional 15' will be provided for Lexington Avenue. TCF has amended the submitted plans to identify the additional road right-of-way.

Ramsey County has stated that the right in only access point off of Lexington Avenue is contingent upon the construction of the Lexington Avenue right-turn lane in coordination with the Red Fox road improvements.

The site design has been modified by shifting the improvements to the south and east due to the requirement for the additional right-of-way. This change does affect the flexibility needed from the minimum 20-foot setback required for a parking lot from a street right-of-way. The following table summarizes the parking lot setbacks:

	Development Stage PUD	Final Stage PUD
Red Fox Road ROW	11'4"	13.1'
Lexington Avenue ROW	20'7"	11.2'

Public Utilities

The southern portion of the property is encumbered with a 20' drainage and utility easement that contains municipal water and sewer lines. These lines will be relocated further to the south in order to eliminate any conflict that may occur with the drive through facility when maintenance or repair is needed on these lines. This will require the vacation of the existing easement and a new easement will be dedicated along the south property line.

Commercial Gateway Signage

TCF is also amenable to providing a dedicated sign area at the Red Fox Road/Lexington Avenue intersection for gateway signage to this commercial neighborhood. It will be responsibility of the private property owners within this commercial area to work together and develop signage that identifies the anchor tenants and/or commercial business on Red Fox Road. In exchange, TCF bank will be seeking flexibility from some of the City's sign standards for signage on their property.

Development Agreement

The Development Agreement, including the Erosion Control Agreement is attached for the Council's approval. Note that the agreement addresses the items identified above. Other provisions address maintenance, inspections, and construction management.

RECOMMENDATION

The submitted application for the Final PUD and plans have been reviewed and found to comply with the previous approvals for the new bank facility. Staff recommends the City Council approve the Final PUD and authorize execution of the Development Agreement, including the Erosion Control agreement, subject to the attached conditions:

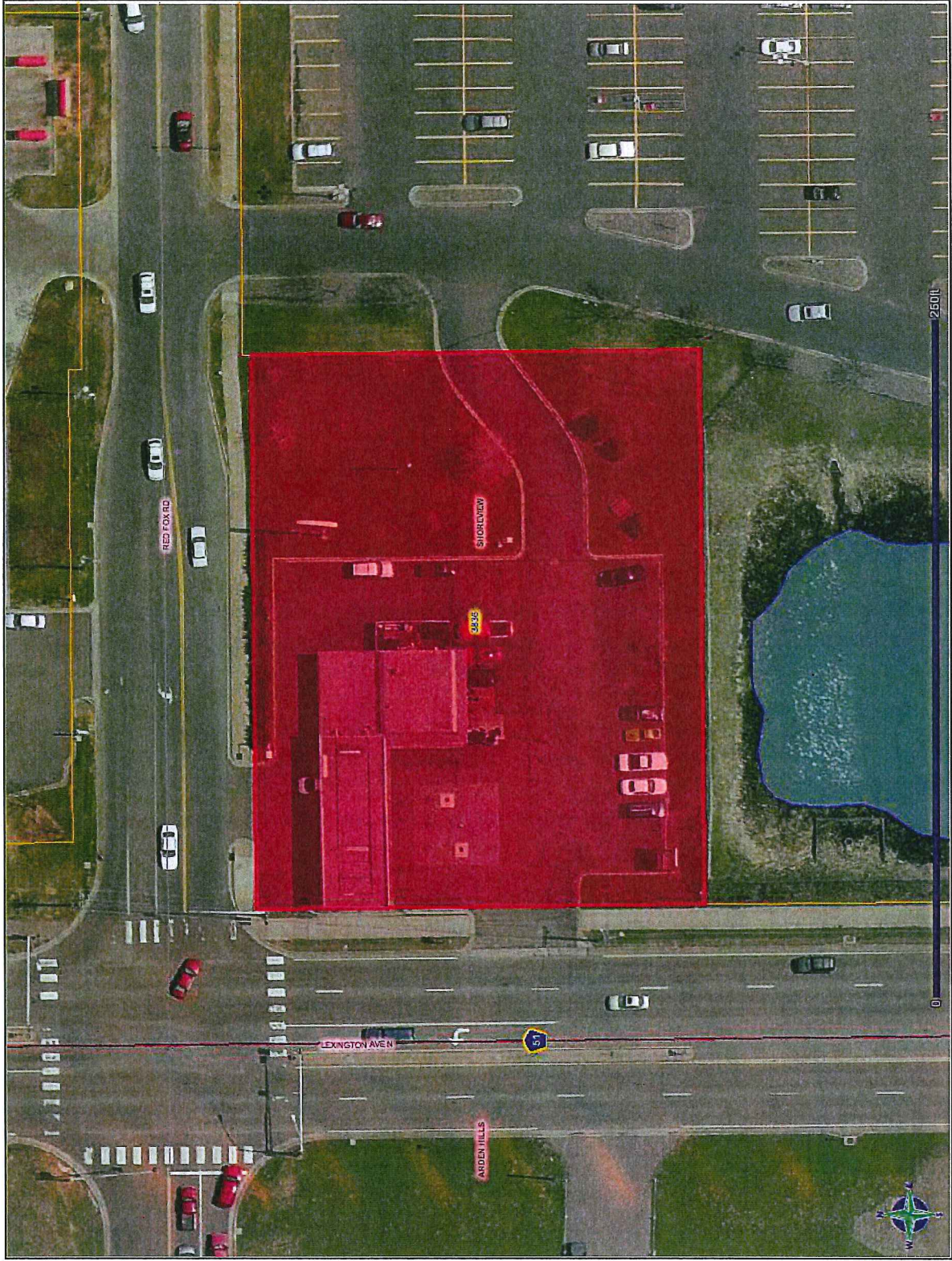
- 1) Approval of the construction plans is required by the Public Works Director, Building Official and City Planner prior to the issuance of a grading or building permit for this development.
- 2) Execution of the Development Agreements, including the Erosion Control Agreement is required prior to the issuance of a grading or building permit.
- 3) Easements for Red Fox Road, Lexington Avenue and the commercial gateway sign shall be executed prior to the issuance of a grading or building permit.
- 4) These approvals expire within one-year of the date approved by the City Council.

Attachments

- 1) Motion
- 2) Development Agreement, including Erosion Control Agreement
- 3) Location Map
- 4) Submitted Statements and plans

3836 Lexington Avenue

TCF Bank - PUD



- Selected Features
- Municipalities
- Road Centerlines (County)
- County Road
- Interstate Hwy
- State Hwy
- Roads
- Water
- Structures
- Parcel Polygons
- 2008 Color Aerials
- Highway Shields
- Street Name Labels

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

SOURCES: Ramsey County (April 30, 2012), The Lawrence Group, April 30, 2012 for County parcel and property records data; April 2009 for color aerial imagery; All other

**SITE DEVELOPMENT AGREEMENT
TCF BANK
3836 LEXINGTON AVENUE**

(I) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the "City") and, their successors and assigns (hereinafter the "Developer").

(II) On June 18, 2012 the City gave approval to develop certain property currently located on Red Fox Road within the City and legally described as follows (hereinafter the "Subject Property"):

Lot 3, Block 1, Shoreview Target Addition

(commonly known as 3836 Lexington Avenue)

(III) Pursuant to City Ordinances, the Developer is required:

- A. To make certain improvements to the Lot 3, Block 1, Shoreview Target Addition.
- B. To provide the City with a form of surety, approved by the City's Attorney, insuring completion of any required improvements, which remain incomplete at the time of the Developer's request for final site and building approval.
- C. To follow certain procedures, as determined by the City, to control soil erosion during the development of the subject property.

(IV) In consideration of the City's grant of permission allowing the Developer to develop the subject property, and in consideration of the mutual agreements contained herein, the City and the Developer agree as follows:

- A) **Applicability.** This agreement is applicable to Lot 3, Block 1, Shoreview Target Addition.
- B) **Improvements.** All improvements shall be constructed in accordance with the approval of the City Council, the City's ordinances and regulations and pursuant to approved plans and specifications submitted for the Final Stage of the PUD. These improvements include the construction of a retail bank facility approximately 2,200 square feet in size with a three lane drive through. Other improvements include parking, stormwater management and landscaping. All requirements attached to said project by the City's Council on June 18, 2012, as conditions of the planned unit development approval, are to be satisfied whether or not identified in this document.
- C) **Demolition.** Demolition of the existing site improvements is not addressed in this agreement as it is the responsibility of the existing property owner and not TCF.

- D) **Landscape Installation.** Prior to issuance of a building permit, the Developer shall submit a landscape plan for approval by the City Planner. The Developer agrees to install all plant materials as shown on the approved landscape plan and to be consistent with the standards established in the Development Regulations of the City of Shoreview. All landscape materials placed, as part of this landscape plan shall be replaced with like material if they should die within twelve months of planting.

The City Planner shall estimate the cost of landscape improvements to be completed, calculating one hundred and twenty five percent (125%) of the estimated cost of the plant materials to be installed. A surety of **\$5,250** is required prior to the issuance of any permits for this project.

- E) **Erosion Control.** An Erosion Control Plan/Storm Water Pollution Prevention Plan (SWPPP) shall be prepared under the seal of a Registered Professional Engineer on behalf of the Developer and shall be submitted to the Public Works Director. The Developer agrees to comply with the recommendations of the Public Works Director for the subject property and shall incorporate these recommendations in to the plans and specifications. ***No site grading shall occur prior to the installation of approved erosion control measures and execution of required agreements and submission of sureties.***

The development is subject to the Erosion Control Agreement (Exhibit C) for the Planned Unit Development, and the Developer agrees to the terms and conditions of that Agreement.

- F) **Site Restoration.** All disturbed areas shall be restored in accordance with the best management practices identified in the NPDES permit and shall be consistent with the City's Surface Water Management Plan and Surface Water Pollution Prevention Plan. All disturbed areas shall be seeded and disk anchored mulched or sodded within 7 days of final grade. All common drainage swales shall be sodded or seeded and protected with wood fiber blanket.

- i) All slopes 4:1 or greater must be seeded and fiber blanketed immediately after final grading. After installation of the wood fiber blanket is completed the City requires inspection for proper installation. The developer shall contact the City staff to arrange the site inspection.

- G) **Other Permits.** The applicant is subject to the permitting requirements of other agencies for this development, including Ramsey County, and shall demonstrate compliance before any City permits are issued for this site.

- H) **Stormwater Management.** All stormwater management infrastructure on the site is private, shall utilize stormwater best management practices, and be designed to minimize the need for maintenance and reduce the chance of failure.

- I) **All Costs Responsibility of Developer.** The Developer agrees to pay for all costs incurred of whatever kind or nature in order to construct the improvements required by the City's regulations. The City shall not be obligated to pay the Developer or any of its agents or contractors for any costs incurred in connection with the construction of the improvements, or the development of the property. The Developer agrees to hold the City harmless from any and all claims of whatever kind or nature which may arise as a result of the construction of the improvements, the development of the property or the acts of the Developer, its agents or contractors in relationship thereto.
- J) **Special Development Terms.** The project is subject to the conditions as approved by the City Council on June 4, 2012 and June 18, 2012, whether or not specified in this Agreement.
- K) **Dedication of Easements.** Easements shall be dedicated as follows:
- i) Red Fox Road. A 10-foot easement along the north property line shall be dedicated to the City of Shoreview for right-of-way needed for Red Fox Road.
 - ii) Lexington Avenue. A 15-foot easement along the west property line shall be dedicated to Ramsey County for right-of-way needed for Lexington Avenue.
- L) **Commercial Gateway Signage.** The developer agrees to provide a dedicated area (in a legal form acceptable to the City) in the northwest corner of the site near the intersection of Red Fox Road and Lexington Avenue for a commercial gateway sign. The developer agrees to work with the other private property owners along Red Fox Road and develop signage that identifies anchor tenants and or commercial business in this commercial neighborhood.
- M) **On-site Public Water Main and Sewer Main.** A public water main and sewer main located on the existing parcel will be relocated in accordance with the approved plans for the development and future reconstruction of Red Fox Road.
- N) **Maintenance of Utilities.** The Developer agrees that on-site utilities are private, with the exception of the relocated public water main, associated valves, and hydrants within public easements, as identified on the approved plans. Maintenance of the private utilities is the sole responsible of the Developer. The Developer or any future property owner is responsible for locating any and all private utilities on this site. The City will not locate private utilities at anytime. The private utilities include storm sewer and infiltration basins, sanitary sewer service, water main with associated valves and hydrants, and water main service.
- i) The Developer is responsible for all repair and maintenance of the private water system or other utility system. A portion of the private water system is not metered, and all un-metered water is the property of the City. In the event of a leak in an un-metered portion of the private water system, after two-days notice, the City has the right to shut-off the water until repairs to the private system have been completed, inspected, and approved by the City.

O) **Stormwater Management: Private Stormwater Ponds and Infrastructure.** All stormwater management infrastructure is private and shall utilize stormwater best management practices as described in the Minnesota Stormwater Manual, Volume 1.1. This infrastructure shall be designed to minimize the need for maintenance and to reduce the chance of failure.

i) The Developer shall provide, prior to issuance of any permits for the property, a Storm Water Management Plan for the maintenance of the stormwater infrastructure within the development site. The Management Plan shall include all items required in this Agreement. The Management Plan shall include timelines for the anticipated cleaning and future reconstruction of the infiltration basins.

ii) Maintenance

i) All stormwater infrastructure shall be maintained according to the measures outlined in the City's Surface Water Management Plan and Storm Water Prevention Plan (SWPPP).

ii) Unless otherwise indicated in this agreement, the Developer shall be responsible for the maintenance of stormwater management facilities, including all related financial responsibilities.

iii) Non-Routine Maintenance

i) Maintenance includes those infrequent activities needed to maintain ponding and infiltration areas and/or stormwater ponding infrastructure so that these improvements continue to function in accordance with the approved plans and specifications. Examples of such activities include pond dredging or major repairs to stormwater structures.

ii) Non-routine maintenance shall be performed on an as-needed basis based on information gathered during regular inspections.

iv) If maintenance activities are not completed in a timely manner or as specified in the approved plan, then the City may hire a contractor or complete the necessary maintenance at the Developer's expense unless otherwise indicated in this agreement.

P) **As-Builts and Grading Certification** An as-built survey, prepared by a surveyor licensed and registered by the State of Minnesota, shall be submitted upon completion of the permitted work. The as-built survey shall include details of:

i) The final site grading and all improvements;

- ii) Any public or private infrastructure, including the storm sewer system, the water main system and the sanitary sewer system that was not shown on the as-builts submitted for the Planned Unit Development and Plat. Profiles are required.

The as-builts shall conform to the standards specified in Exhibit A. The Developer shall deposit an escrow in the amount of **\$2,000.00** as surety for the as-built survey. The Developer shall provide the City with as-builts of the private infrastructure, including water, sanitary sewer, storm sewer and services.

- Q) **Pre-construction Meeting.** The City will require a pre-construction meeting to be conducted prior to any work being performed on the project. The City staff, Developer, Project Manager, and Contractor shall attend the meeting. The City encourages that sub-contractors attend the pre-con meeting. The meeting will be conducted at the City of Shoreview City Hall.
- R) **Construction Management.** The Developer and its contractors and subcontractors shall work to minimize impacts from construction on the surrounding neighborhood by:
 - i) **Definition of Construction Area.** The limits of the Project Area shall be defined with heavy-duty erosion control fencing of a design approved by the Public Works Director. Any grading, construction or other work outside this area requires approval by the Public Works Director and property owner.
 - ii) **Parking and Storage of Materials.** Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking of construction vehicles or employee vehicles shall occur on Red Fox Road, or on Lexington Avenue. No fill, excavated material or construction materials shall be stored in the public right-of-way.
 - iii) **Hours of Construction.** Hours of construction, including moving of equipment shall be limited to the hours between 7:00 a.m. and 9:00 p.m. on weekdays and 8:00 a.m. and 7:00 p.m. on Saturdays. No work is permitted on Sundays or holidays without the prior approval of the City.
 - iv) **Site Maintenance.** The developer shall ensure the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse and other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City. Developer shall sweep Red Fox Road on an as needed basis, but at least once weekly. More frequent sweepings may be required, as directed by the City Engineer. The City has the right to direct the developer to sweep other streets, including Lexington Avenue, within the construction area, if necessary. The City does not sweep streets for private development

projects. Developer must have a contract for sweeping and use a water-discharge broom apparatus for street sweeping.

- S) **Administrative Fee.** In addition to filing and application fees, the Developer agrees to pay to the City an Engineering Overhead Fee, which shall be as set forth in the City Overhead Charge Table attached as **Exhibit B**. The total project cost for public improvements shall be estimated by the City Engineer. Unless said public improvements are included in the Red Fox Road reconstruction project, an administrative fee shall be paid before the commencing construction activity on-site by the City. **The fee for this project is \$.**
- T) **Default** The occurrence of any of the following after written notice from the City and thirty (30) days to cure (or such longer period as may be reasonable) shall be considered an "Event of Default" in the terms and conditions contained in this Agreement:
- i) The failure of the Developer to comply with any of the terms and conditions contained in this agreement;
 - ii) The failure of the Developer to comply with any applicable ordinance or statutes with respect to the development and operation of the subject property.
- U) **Remedies** Upon the occurrence of an Event of Default, the City, in addition to any other remedy, which may be available to it, shall be permitted to do the following:
- i) City may make advances or take other steps to cure the default, and where necessary, enter the subject property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.
 - ii) The Developer shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City's rights pursuant to this section.
 - iii) Obtain an order from a court of competent jurisdiction requiring the developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
 - iv) Exercise any other remedies, which may be available to it, including an action for damages.
 - v) Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.

TCF BANK
3836 LEXINGTON AVENUE
JUNE 18, 2012
Page 7 of 13

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer shall pay to the City all fees and expenses, including reasonable attorney's fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally taken.

(V) **IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this June 18, 2012.

TCF BANK

CITY OF SHOREVIEW

Sandra C. Martin, Mayor

Title

Terry Schwerm, City Manager

t:/2012pcf/2450-12-13tcf-kroona/sitedevelopmentagreement.doc

EXHIBIT 'A'

Record Plan Requirements

As-built plans are required for all public and private improvements.

After the completion of Developer-installed public improvements, the City Engineer shall be provided with two blue-line sets of record drawing plans of the project for review purposes.

Upon final approval of the blue-line record drawing plans of the project, the City Engineer shall be provided with one full size set (22"x 34") of mylar copies of the approved record drawing plans of the project. All record plans shall be mylar sepia from inked and clearly legible drawings, accurately drawn to scale. Proper notes and statements as required in this manual shall be placed on the plans.

The City will also be provided with the as-built drawings on disk in the City-approved format as follows:

Electronic As-Builts

1. Required on compact disk or DVD.
2. All information must be in AutoCAD R14 version or newer in DWG format.
3. Approved final plat sheet and AutoCAD drawings submitted in Ramsey County coordinates.
4. As-built construction plan sheets and drawing files shall have descriptive layer names or a key for the layer names.
5. Overall development plan with all utilities (curb stops, clean outs, MHs, fees CBs, GVs, etc.) in Ramsey County coordinates.
6. Show Ramsey County monuments used for the survey.

After completion of construction, all manholes, catch basins, hydrants and other elements of the project shall be re-measured with an as-built field survey. The plans shall be corrected and modified to show the correct distances, elevations, dimensions, alignments, and any other change in the specific details of the plans. All changes and modifications on the record plan shall be drawn to scale to accurately represent the work as constructed. Incorrect elevations, distances, etc. shall be crossed out from the original plan sheets and corrected as necessary to complete the record plan.

At a minimum, record plans shall include:

General

1. All construction contractor names should be noted on each page.
2. Record Plan stamp with date should be shown on each page.
3. All utilities in Ramsey County coordinates system.
4. All ties should be less than 100'.
5. Grading limits and elevations.
6. Bench marks used and TNH elevations.

Grading Plan As-Builts

1. Existing ground elevations at all lot corners
2. Spot elevations at all house pads (hold down elevations)
3. Spot elevations of pond bottom (50' maximum grid)
4. Drainage and utility easement and outlot spot elevations
5. Pond water elevations and date taken.
6. Prior to close out, as-builts of ponding areas must be done to verify depths after house construction is complete.

Sanitary Sewer, Water Main

1. As-built elevations (invert & rims), pipe lengths, and grades for all lines
2. Note describing pipe type and size for each run and for services
3. Wye stationing and location from TV reports
4. Elevation of riser
5. Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plan.
6. All curb boxes and sanitary sewer services shall be tied with at least two ties, using the following priorities:
 - The building or structure being served, with address
 - Fire hydrants
 - Manholes, catch basins
 - Neighboring structures, with the address noted
 - Other permanent structures (bridges, telephone boxes, pedestals, transformers)
 - Power poles, streetlights, etc.
7. All gate valves shall be tied with at least two ties, using the following priorities:
 - Fire hydrants
 - Manholes
 - Catch basins
 - Neighboring structures, with the address noted
 - Buildings or other permanent structures (bridges, telephone boxes, pedestals, transformers)

- Power poles, streetlights, etc.
- 8. As-built elevations of each hydrant at top nut
- 9. Any deviations of fittings from those shown on the plan
- 10. Note describing pipe type and size for mainline and for services
- 11. Stationing of corporation stop on water main

Storm Sewer

1. As-built elevations (invert & rim), pipe lengths, and grades for all lines
2. Note describing pipe type and size for each run.
3. Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plans.
4. As-built plans on all ponding areas are required. Plans shall indicate finished contours at two-foot intervals, normal water elevation, high water elevation, and the acre-feet of storage for each ponding area, along with the final storm sewer plans. Upon completion of pond construction, ponds shall be cross-sectioned to confirm that they have been constructed to the proper volume and shape. As-built record plans shall be prepared for all ponding areas just prior to closing project out.

Streets

1. Show where fabric has been placed in the streets on the plan portion of the as-builts.
2. Show locations where subgrade corrections were done on the projects as approved by a soils engineer.

Revised 9/02/04

EXHIBIT 'C'

**EROSION CONTROL ESCROW AGREEMENT
TCF BANK
PLANNED UNIT DEVELOPMENT
3836 LEXINGTON AVENUE**

(A) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation of the State of Minnesota (hereinafter the "City"), and DPS - Shoreview, LLC, its successors and assigns (hereinafter the "Developer").

(B) The City and the Developer have executed a Site Development Agreement that obligates the Developer to control soil erosion during the development of the subject property. To secure erosion control during the development of this site, the Developer has submitted a cash surety to the City of Shoreview in the amount of **\$3,000**. The Developer has submitted this financial surety to the City on the following conditions:

1. The developer shall not receive interest on the amount of the surety.
2. The developer agrees that the surety may be utilized by the City to ensure compliance with the terms of the Development Contract regarding erosion control and/or to maintain all utility construction on the site, including the cleaning of road surfaces and storm sewer systems, until the Engineering Department has determined that erosion control has been satisfied. The surety may also be utilized for problems created off the site directly or indirectly as result of on-site conditions.
3. The developer agrees, upon written notification from the Public Works Director that proper erosion control methods are not being taken, to remedy the problem identified within 48 hours. In the event the remedy is not satisfactorily in place within that time period, the Developer acknowledges that the City may utilize the surety to complete the necessary work.
4. Any funds not so utilized by the City shall be returned to the Developer once the Public Works Director has determined that the need for erosion control has been satisfied, or the funds have been replaced by a successor in interest.
5. Any soils transported to this site or exposed on the site shall be seeded consistent with a plan approved by the Public Works Director.

TCF BANK
3836 LEXINGTON AVENUE
JUNE 18, 2012
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This agreement shall not supersede any specifications required by the Public Works Director on the approved grading plan.

(C) The Developer agrees to reimburse the City at a rate of \$55.00 per hour for each hour or fraction thereof used by a City employee in the administration of the Escrow Agreement. The obligations imposed by this paragraph shall commence on the date of execution of the Escrow Agreement by the Developer.

IN WITNESS WHEREOF, the City and the Developer have executed this agreement this 18th day of June, 2012

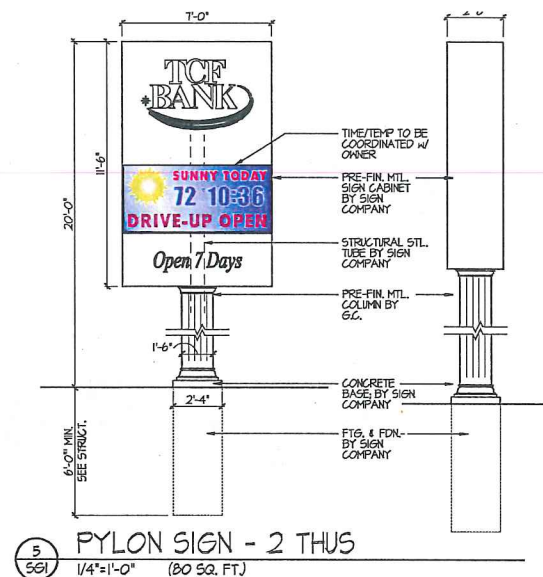
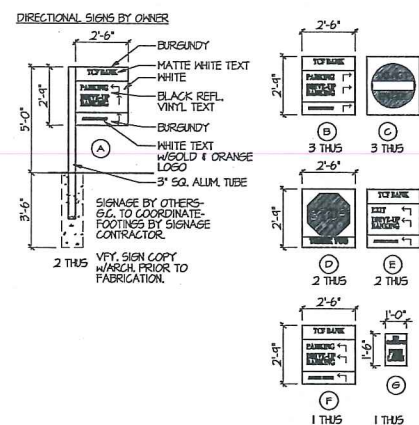
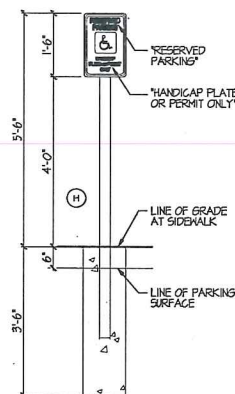
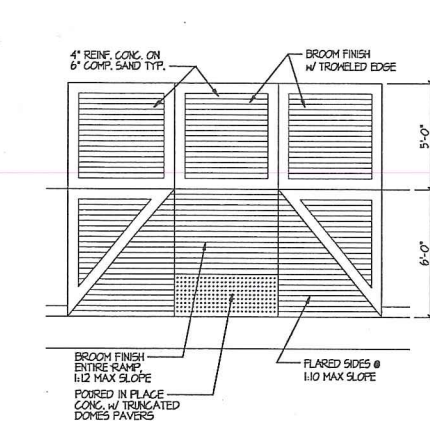
Developer:
TCF BANK

CITY OF SHOREVIEW

Its

Sandra C. Martin, Mayor

Terry Schwerm, City Manager



- ## KEY NOTES

- ① PYLON SIGN SEE 5/A3J
- ② CONCRETE SIDEWALK OR PARKING SURFACE SEE CIVIL FOR DETAILS
- ③ DRIVE THRU CANOPY & CURB ISLANDS-SEE 6-7/A1J
- ④ FLAG POLE W/ IN-GRADE LIGHT FIXTURE-SEE 9/A1J
- ⑤ HANDICAP RAMP-SEE 2/A1J
- ⑥ CONDENSER ENCLOSURE
- ⑦ TRASH ENCLOSURE
- ⑧ PATTERN 4"X STRIPES-TYP. @ 9" O.C.

- GENERAL NOTES:

- VERIFY & LOCATE ALL UNDERGROUND PHONE & UTILITY LINES PRIOR TO ANY EXCAVATION.
- SEE MECH. & ELEC. DRAWINGS FOR ADDITIONAL INFO. REGARDING SITE UTILITIES.
- BARRICADE OFF CONSTRUCTION AREA AS REQUIRED. KEEP CONSTRUCTION AREA TO MINIMUM - SEE CIVIL.
- SLOPE SIDEWALKS & GRADE AWAY FROM BUILDING TYPICAL - SEE CIVIL.
- MATCH NEW CONSTRUCTION W/ EXISTING WHERE NECESSARY (C&G, CONC., CURBS, CONC. WALKS, PAVING, ETC.)
- MATCH THE NEW GRADING INTO EXISTING GRADING
- SEE SURVEY FOR ADDITIONAL/ SPECIFIC INFORMATION.
- SEE CIVIL SITE PLAN FOR RADII & ADDITIONAL SITE DIMENSIONS.



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PROJECT

TCF NATIONAL BANK
SHOREVIEW, MN

NEW CONSTRUCTION

[illegible]

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

MICHAEL F. KRAFT

#23538
REG. NO. DATE

SITE SIGNAGE PLAN DETAILS

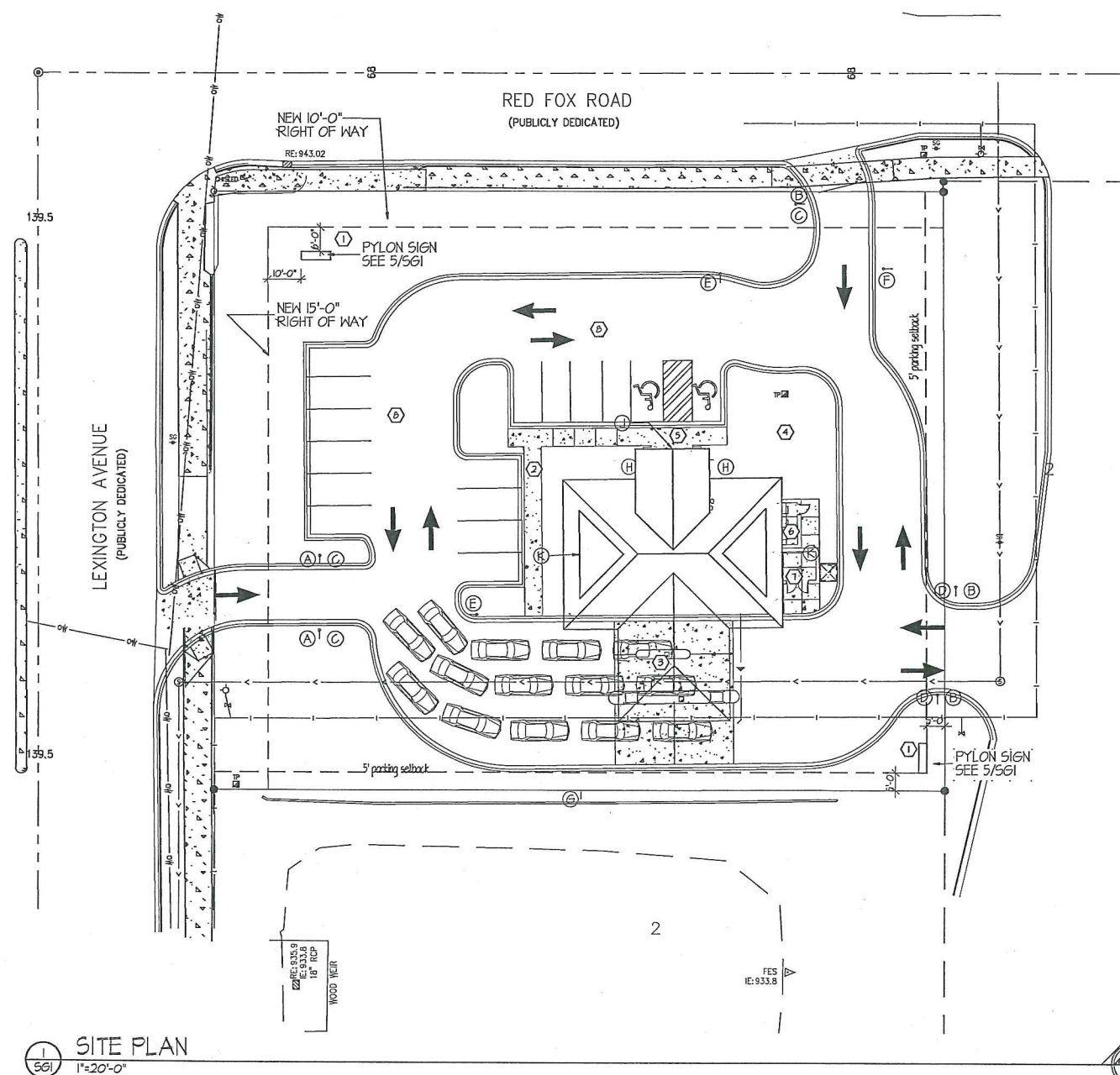
01-1230.dwg Jun 19, 2012 - William

DRAWN BY: JDZ

CHECKED BY: MFK

SG1

08139 2-10-85
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SITE PLAN
 1"=20'-0"


 SITE
 1"=20'-0"

Site Development Plans

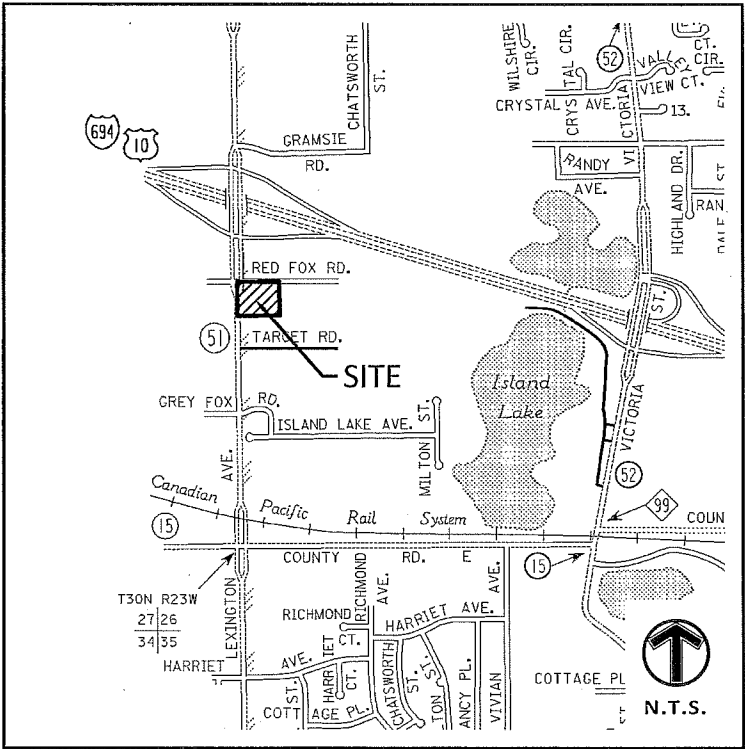
for TCF BANK Shoreview, Minnesota

Presented by:
HTG ARCHITECTS

BENCHMARKS

BM NO. 1
TNH AT NE CORNER OF SITE, SOUTH SIDE OF RED FOX ROAD
ELEV.=948.77

BM NO. 2
TNH AT SW CORNER OF SITE, EAST SIDE OF LEXINGTON AVENUE
ELEV.=943.00



VICINITY MAP
NO SCALE

CONSULTANT CONTACT LIST:

DEVELOPER/OWNER
TCF BANK
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MINNEAPOLIS, MN 55402
612-661-6938
612-661-8526
CONTACT: DAVE NELSON

CIVIL ENGINEER
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CONTACT: KEVIN TEPPEN

SHEET INDEX

SHEET	DESCRIPTION
C1.01	TITLE SHEET
C2.01	EXISTING CONDITIONS PLAN
C2.02	DEMOLITION PLAN
C3.01	SITE PLAN
C4.01	GRADING AND DRAINAGE PLAN
C5.01	PHASE I EROSION CONTROL PLAN
C5.02	PHASE II EROSION CONTROL PLAN
C5.03	EROSION CONTROL DETAILS AND NOTES
C6.01	UTILITY PLAN
C9.01	CONSTRUCTION DETAILS
L1.01	LANDSCAPE PLAN
L1.02	LANDSCAPE DETAILS



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Project
TCF BANK

Location
SHOREVIEW,
MINNESOTA

Certification

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

Brad C. Wilkening
Registration No. 26908 Date: 05/08/2012

If available, contact us for a wet signed copy of this plan, which is available upon request at MFRA, Inc., Plymouth, MN office.

Summary

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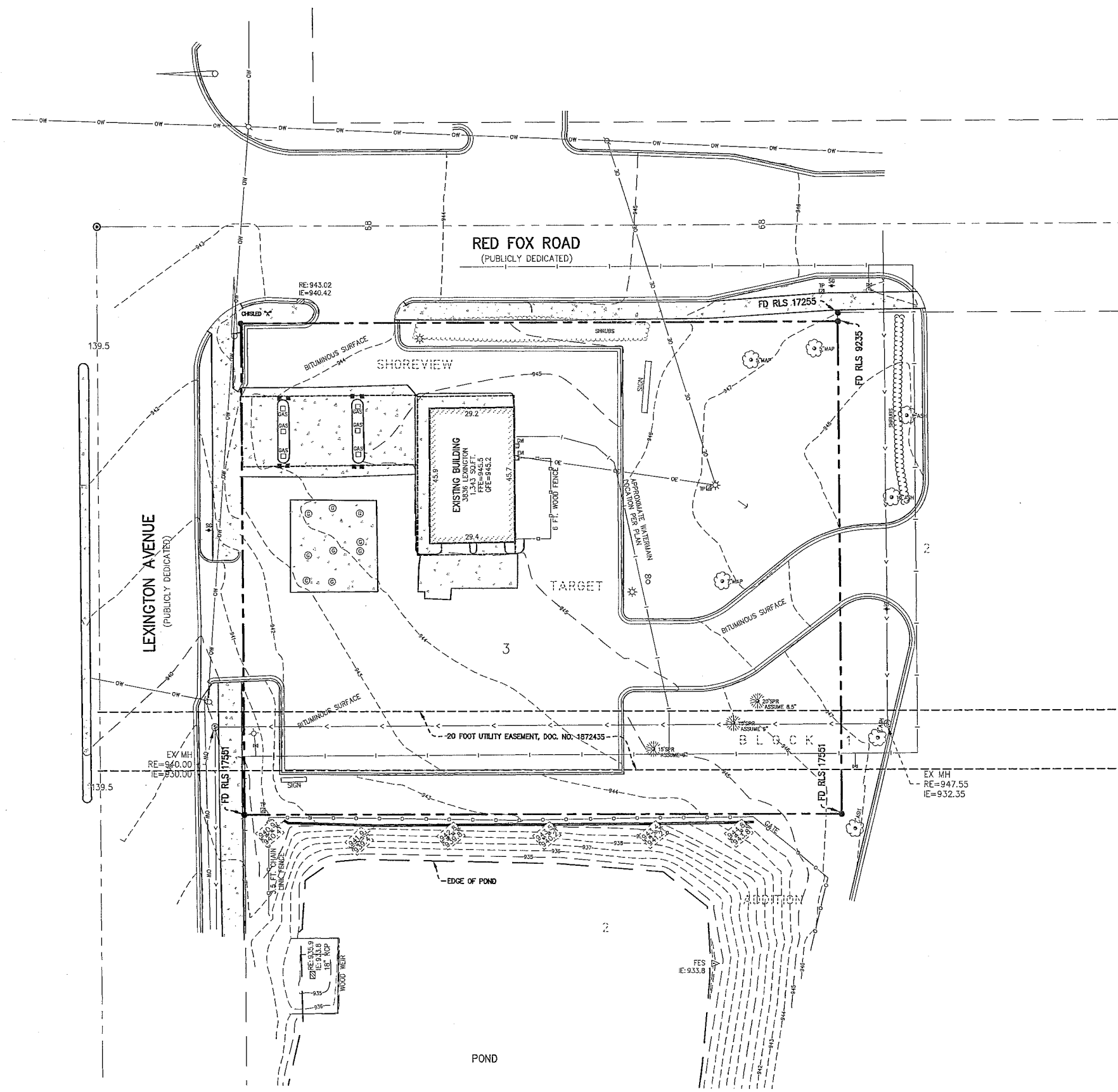
Revision History

No.	Date	By	Submittal / Revision
A	05/08/12	JN	CITY COMMENTS
B	05/14/12	DJD	SITE REVISIONS

Sheet Title
TITLE SHEET

Sheet No. Revision
C1.01 B

Project No. HTG19272



LEGEND

● FOUND MONUMENT	— WATERMAIN	--- EASEMENT LINE
○ SET MONUMENT	— SANITARY SEWER	--- SETBACK LINE
⊕ ELECTRIC METER	— STORM SEWER	--- RIGHT OF ACCESS
⊕ LIGHT	— FLARED END SECTION	--- CONCRETE CURB
⊕ AIR CONDITIONER	— ELECTRIC TRANSFORMER	--- BUILDING LINE
— GUY ANCHOR	— TELEPHONE PEDESTAL	--- BUILDING CANOPY
⊕ HANDICAP STALL	— GAS METER	--- CONCRETE SURFACE
⊕ UTILITY POLE	— OVERHEAD WIRE	--- LANDSCAPE SURFACE
⊕ GUARD POST	— CHAIN LINK FENCE	--- DECIDUOUS TREE
● BOLLARD	— IRON FENCE	--- CONIFEROUS TREE
— SIGN	— WIRE FENCE	
	— WOOD FENCE	

DESCRIPTION

LOT 3, BLOCK 1, SHOREVIEW TARGET ADDITION, RAMSEY COUNTY, MINNESOTA

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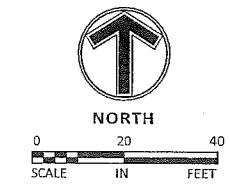
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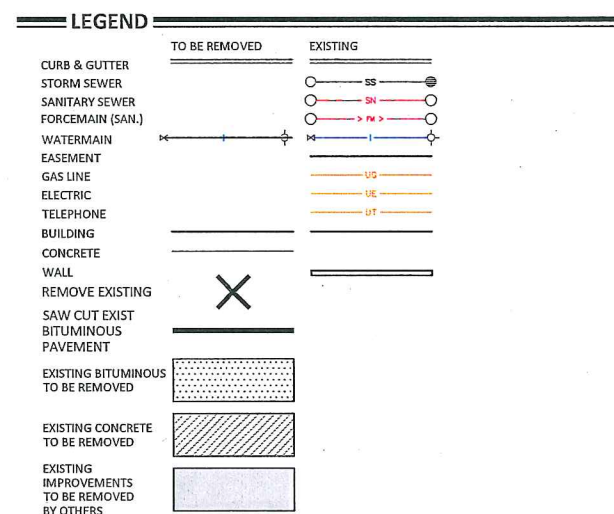
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Sheet Title
EXISTING
CONDITIONS
PLAN

Sheet No. Revision
C2.01 B

Project No. HTG19272





GENERAL DEMOLITION NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSING IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES OF ALL DRIVES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. BUILDINGS, PADS, TANKS, PUMPING EQUIPMENT, GAS ISLANDS, CONCRETE PADS AND BITUMINOUS WILL BE REMOVED BY OTHERS AS INDICATED.
2. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL, AND SHALL PROVIDE COPIES OF ALL PERMITS AND DISPOSAL TICKETS TO THE OWNER AND CITY.
3. THE CONTRACTOR SHALL MAINTAIN ALL UTILITY SERVICES TO THE EXISTING ADJACENT PROPERTIES AT ALL TIMES. UTILITY SERVICES SHALL NOT BE INTERRUPTED WITHOUT NOTIFICATION AND APPROVAL FROM THE CITY OF SHOREVIEW PUBLIC UTILITIES AND THE AFFECTED PROPERTY OWNERS.
4. THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
5. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES.
6. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK. UTILITIES DETERMINED TO BE ABANDONED AND LEFT IN PLACE SHALL BE GROUDED IF UNDER BUILDING.
7. ALL EXISTING UTILITIES TO BE ABANDONED SHALL BE DISCONNECTED AT THE MAIN LINE. MANHOLES SHALL BE REMOVED OR FILLED IN AN BOTTOMS DRILLED WITH HOLES.
8. ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN THE ROAD RIGHT OF WAY DURING CONSTRUCTION.
9. THE CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, ETC., TO THE BEST PRACTICES AND APPROVED BY CITY OF SHOREVIEW.
10. CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES.
11. PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
12. THE EXISTING BITUMINOUS TO BE REMOVED SHALL BE SAW CUT FULL DEPTH OF THE BITUMINOUS AT THE LIMIT OF THE BITUMINOUS REMOVAL AS SHOWN.
13. CONTRACTOR MAY LIMIT SAW-CUT & PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION PLANS BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR.
14. THE CONTRACTOR SHALL COORDINATE WATERMAIN WORK WITH THE FIRE DEPARTMENT AND THE CITY UTILITY DEPARTMENT TO PLAN PROPOSED IMPROVEMENTS AND TO ENSURE ADEQUATE FIRE PROTECTION IS CONSTANTLY AVAILABLE TO THE SITE THROUGH OUT THIS SPECIFIC WORK AND THROUGH ALL PHASES OF CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE FOR ARRANGING/PROVIDING ANY REQUIRED WATERMAIN SHUT OFFS WITH THE CITY DURING CONSTRUCTION. ANY COSTS ASSOCIATED WITH WATERMAIN SHUT OFFS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION WILL BE PROVIDED.
15. DAMAGE TO ALL EXISTING ITEMS TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
16. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS AND REMOVING ALL FUEL TANKS AND EQUIPMENT IN ACCORDANCE TO ALL LOCAL AND MPCA REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE ALL REQUIRED TEST RESULTS AND DOCUMENTATION TO THE OWNER, CITY AND MPCA TO SHOW THE FUEL SYSTEM WAS REMOVED AND DISPOSED OF PROPERLY.



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Project TCF BANK

Location
SHOREVIEW,
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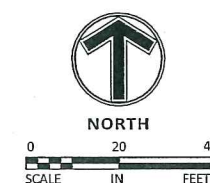
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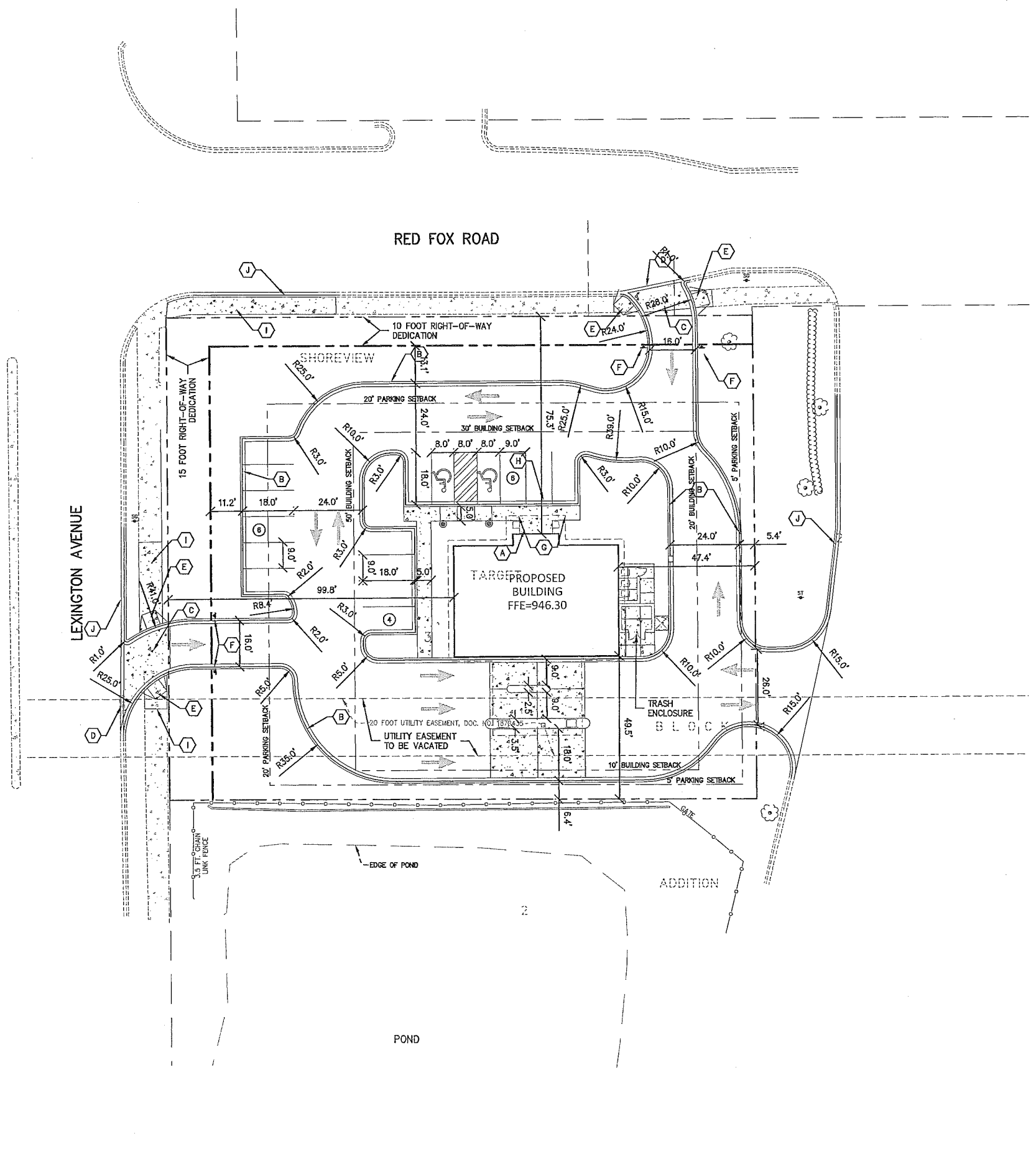
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Sheet Title
**DEMOLITION
PLAN**

Sheet No. **Revised**
C2.02 B

Project No. HTG19272





LEGEND

PROPERTY LIMIT	PROPOSED	EXISTING	
CURB & GUTTER	---	---	
EASEMENT	---	---	
BUILDING	---	---	
RETAINING WALL	---	---	
SIGN	---	---	
PIPE BOLLARD	●	●	
NUMBER OF PARKING STALLS PER ROW	XX	XX	
KEY NOTE	XX	XX	
			STANDARD DUTY ASPHALT PAVING
			CONCRETE PAVING

DEVELOPMENT SUMMARY

AREA	
GROSS SITE AREA	34,168 SF 0.78 AC
NET SITE AREA	34,168 SF 0.78 AC
BUILDING SETBACKS	
FRONT YARD (OFF LEXINGTON AVENUE)	50 FEET
REAR YARD (EAST)	20 FEET
SIDE YARD (OFF RED FOX ROAD)	30 FEET
SIDE YARD (SOUTH)	10 FEET
PARKING SETBACKS	
FRONT YARD (OFF LEXINGTON AVENUE)	20 FEET
REAR YARD (EAST)	5 FEET
SIDE YARD (OFF RED FOX ROAD)	20 FEET
SIDE YARD (SOUTH)	5 FEET
MINIMUM LOT SIZE	NONE
ZONING	
EXISTING ZONING	PUD
PROPOSED ZONING	C1-PUD
PROPOSED PARKING COUNT	
STANDARD PARKING STALLS	15 STALLS
HANDICAP STALLS	2 STALLS
TOTAL STALLS	17 STALLS

- DEVELOPMENT NOTES**
- A. ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
 - B. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED. BACK OF CURB IS SHOWN GRAPHICALLY ONLY.
 - C. ALL PARKING STALLS TO BE 9' IN WIDTH AND 18' IN LENGTH UNLESS OTHERWISE INDICATED.
 - D. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
 - E. REFER TO FINAL PLAT FOR LOT BOUNDARIES, LOT NUMBERS, LOT AREAS, AND LOT DIMENSIONS.
 - F. ALL GRADIENTS ON SIDEWALKS ALONG THE ADA ROUTE ARE TO BE 1:20, EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.08% (1:48). THE MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS ISLE SHALL BE 2.08% (1:48). THE CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT.

- KEY NOTES**
- A. BUILDING, STOOPS, STAIRS SEE ARCHITECTURAL PLANS.
 - B. B-612 CONCRETE CURB AND GUTTER.
 - C. CONCRETE APRON
 - D. VALLEY GUTTER.
 - E. ACCESSIBLE RAMP.
 - F. DO NOT ENTER, ENTRANCE ONLY SIGN.
 - G. H/C PARKING SIGN WITH BOLLARD.
 - H. ACCESSIBLE RAMP SPECIAL.
 - I. NEW CONCRETE SIDEWALK.
 - J. NEW CURB AND GUTTER TO MATCH EXISTING.

AREA SUMMARY IN ACRES

PAVEMENT AREA	0.47 AC±
BUILDING AREA	0.03 AC±
SEEDER AREA	0.28 AC±
TOTAL DISTURBED	0.78 AC±
PRE - CONSTRUCTION IMPERVIOUS	0.50 AC±
POST - CONSTRUCTION IMPERVIOUS	0.50 AC±

Entrance Only

Handicap Parking Only

NORTH

0 20 40
SCALE IN FEET

F STREET VIEW

G FRONT VIEW

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Project
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Location
SHOREVIEW,
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Not for Construction

Brad C. Hennings
Registration No. 26908 Date: 05/08/2012
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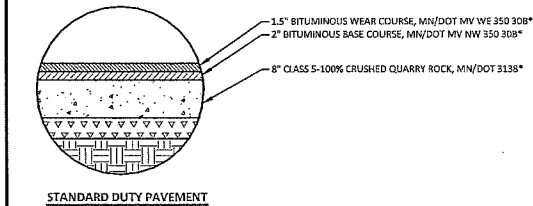
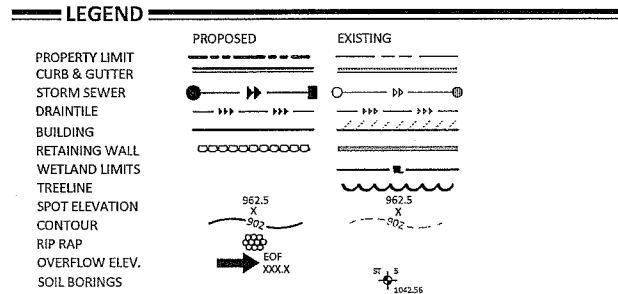
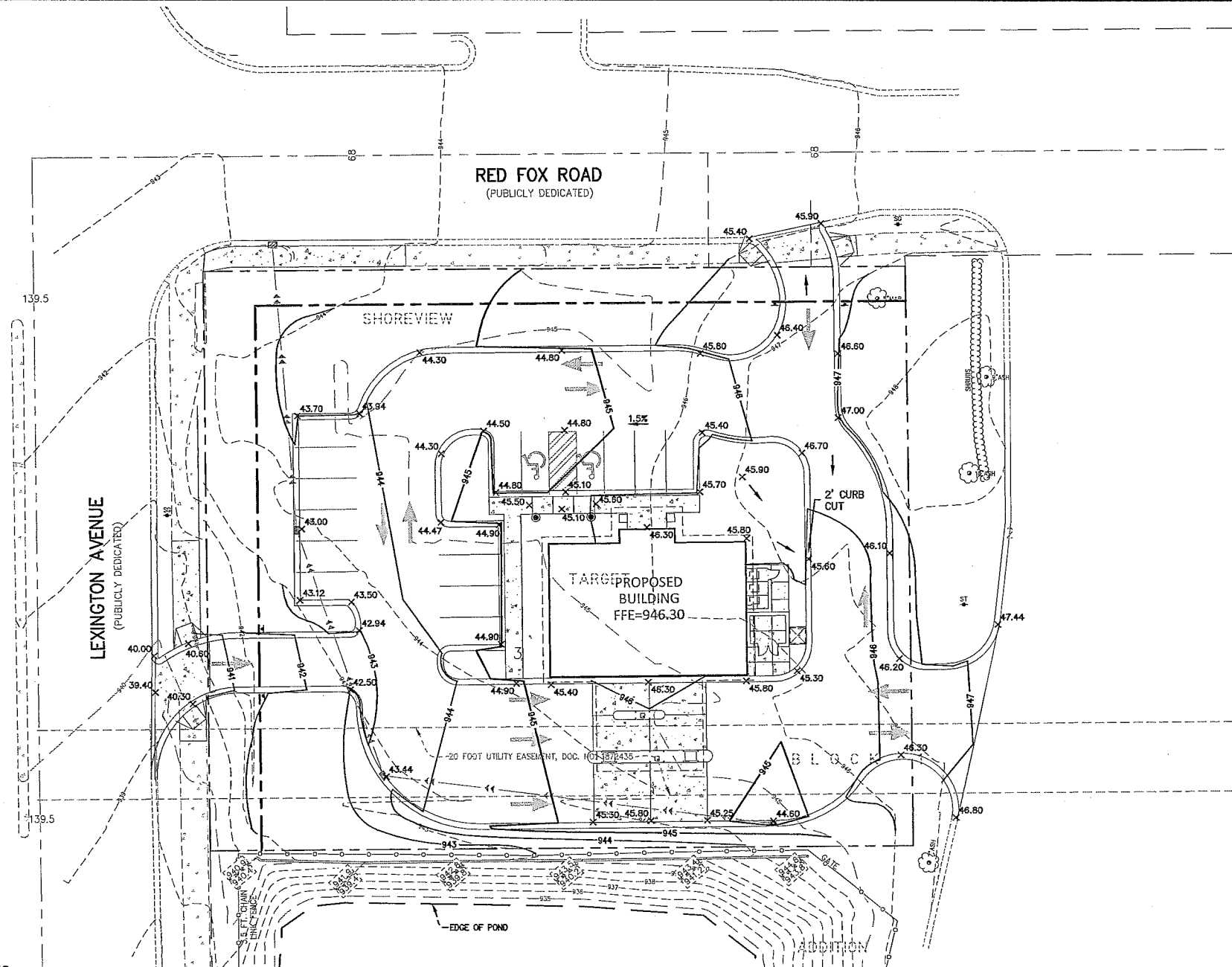
Revision History

No.	Date	By	Submittal / Revision
A	05/08/12	JN	CITY COMMENTS
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Sheet Title
SITE PLAN

Sheet No. Revision
C3.01 B

Project No. HTG19272



- NOTES:**
1. THE PAVEMENT SECTIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH MN/DOT "STANDARD SPECIFICATION FOR CONSTRUCTION", AND ALSO THE REQUIREMENTS OF THE OWNER'S SOIL ENGINEER.
 2. ALL THICKNESSES, AS SPECIFIED, ARE TO BE CONSIDERED MINIMUM DEPTHS, AFTER COMPACTION.
 3. MN/DOT SPEC. 2357 BITUMINOUS TACK COAT SHALL BE PLACED BETWEEN SUCCESSIVE BITUMINOUS LIFTS AND AGAINST ABUTTING CONCRETE CURB EDGES.
 4. RECYCLED BITUMINOUS WEAR COURSE MIX WILL NOT BE ALLOWED.

PAVEMENT SECTIONS

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MINNEAPOLIS, MN 55347

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Revision History
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A 05/08/12 JN CITY COMMENTS
B 06/14/12 DID SITE REVISIONS

Sheet Title
GRADING AND
DRAINAGE
PLAN

Sheet No. Revisi
C4.01 B

Project No. HTG19272

GRADING NOTES

1. PROPOSED CONTOURS ARE TO FINISHED SURFACE ELEVATION. SPOT ELEVATIONS ALONG PROPOSED CURB DENOTE GUTTER GRADE.
2. THE CONTRACTOR IS CAUTIONED THAT "THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ACSE 38-02 TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA". THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOPHER STATE ONE FOR MINNESOTA AT 1-800-252-1166). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).
IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
3. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
4. SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
5. THE CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.
6. A GEOTECHNICAL ENGINEERING SOILS REPORT HAS BEEN COMPLETED BY:

COMPANY: TBO
ADDRESS:
PHONE:
DATED:

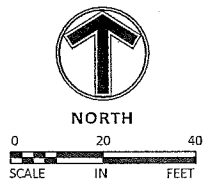
7. THE CONTRACTOR SHALL OBTAIN A COPY OF THE SOILS REPORT.
8. PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL WILL BE REQUIRED ON THE STREET AND PARKING AREA SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS OF THE STREET OR PARKING AREA ARE UNSTABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
10. THE TREES AND OTHER NATURAL VEGETATION WITHIN THE PROJECT AND/OR ADJACENT TO THE PROJECT ARE OF PRIME CONCERN TO THE CONTRACTOR'S OPERATIONS. HE WILL BE REQUIRED TO PROTECT THE TREES WHICH ARE TO BE SAVED TO BE SURE THAT EQUIPMENT IS NOT NEEDLESSLY OPERATED UNDER NEARBY TREES AND SHALL EXERCISE EXTREME CAUTION IN WORKING ADJACENT TO TREES. SHOULD ANY PORTION OF THE TREE BRANCHES REQUIRE REMOVAL TO PERMIT OPERATION OF THE CONTRACTOR'S EQUIPMENT, HE SHALL OBTAIN THE SERVICES OF A PROFESSIONAL TREE TRIMMING SERVICE TO TRIM THE TREES PRIOR TO THE BEGINNING OF OPERATION. SHOULD THE CONTRACTOR'S OPERATIONS RESULT IN THE BREAKING OF ANY LIMBS, THE BROKEN LIMBS SHOULD BE REMOVED IMMEDIATELY AND CUTS SHALL BE PROPERLY PROTECTED TO MINIMIZE ANY LASTING DAMAGE TO THE TREE. NO TREES SHALL BE REMOVED WITHOUT AUTHORIZATION BY THE ENGINEER. COSTS FOR TRIMMING SERVICES SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONSTRUCTION AND NO SPECIAL PAYMENT WILL BE MADE.
11. RESTRICTED AREAS SHALL INCLUDE ALL DESIGNATED TREED AREAS OUTSIDE OF THE DESIGNATED CONSTRUCTION ZONE. ALL VEGETATION WITHIN THE RESTRICTED AREAS SHALL REMAIN.

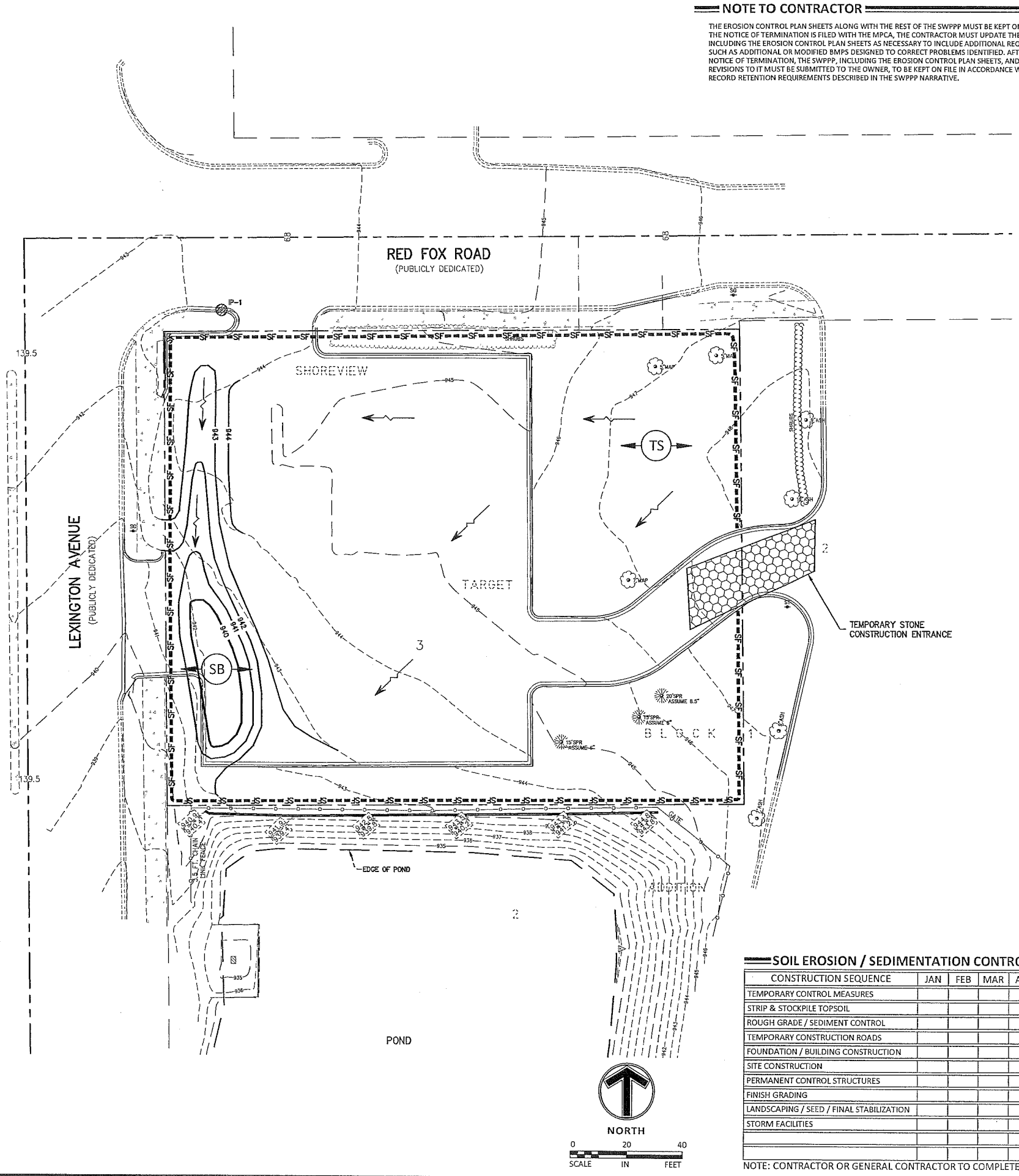
12. CONTRACTOR SHALL RESTRICT ALL GRADING AND CONSTRUCTION ACTIVITIES TO AREAS DESIGNATED ON THE PLANS. ACTIVITIES WITHIN THE CONSTRUCTION MAY BE RESTRICTED TO A NARROWER WIDTH IN THE FIELD TO SAVE ADDITIONAL TREES AS DIRECTED BY THE OWNER.
13. ACTIVITIES PROHIBITED OUTSIDE OF THE CONSTRUCTION BOUNDARIES WOULD INCLUDE, BUT NOT BE LIMITED TO: SOIL AND OTHER MATERIAL STOCKPILING, EQUIPMENT OR MACHINERY STORAGE, DRIVING OF ANY VEHICLE, LEAKAGE OR SPILLAGE OF ANY "WASHOUT" OR OTHER TOXIC MATERIAL. THE COLLECTION OF OTHER DEBRIS AND SOIL STOCKPILING WILL BE IN AN AREA DETERMINED ON-SITE BY THE ENGINEER.
14. ALL RESTRICTED AREAS SHALL BE FENCED OFF WITH BRIGHT ORANGE POLYETHYLENE SAFETY NETTING AND STEEL STAKES AS SHOWN ON THE TREE PROTECTION DETAIL. AT NO TIME SHALL THIS FENCING BE REMOVED OR ACTIVITY OF ANY KIND TAKE PLACE WITHIN IT. FINAL PLACEMENT OF ALL PROTECTIVE FENCING SHALL BE COMPLETE BEFORE ANY WORK COMMENCES ON-SITE.
15. BEFORE COMMENCING WITH ANY EXCAVATION THE CONTRACTOR SHALL COMPLETE ALL PREPARATORY WORK REGARDING TREE REMOVAL, ROOT PRUNING, TREE PRUNING AND STUMP REMOVAL TO THE SATISFACTION OF THE OWNER.
16. PREPARATORY WORK SHALL INCLUDE THE FOLLOWING AND SHALL BE COMPLETED UNDER THE DIRECT SUPERVISION OF THE OWNER'S REPRESENTATIVE:
 - 17. TREE REMOVAL: THE CONTRACTOR SHALL FELL THE TREES. AT NO TIME SHALL TREES BE BULLDOZED OUT, BUT SHALL BE CUT DOWN AND STUMPS REMOVED SEPARATELY. PRIOR TO THE FELLING OF ALL TREES, PROPER REMOVAL OF A PORTION OR ALL OF THE CANOPY SHALL BE COMPLETED SO THAT TREES IN THE RESTRICTED AREAS SHALL NOT BE INJURED IN THE PROCESS.
 - 18. TREE PRUNING: PROPER PRUNING OF TREES IN THE RESTRICTED ZONE SHALL BE DIRECTED BY AND SUPERVISION AT ALL TIMES BY THE OWNER'S REPRESENTATIVE.
 - 19. EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. THE CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESPREADING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PADS, ROADWAYS AND PARKING AREAS. THE CONTRACTOR SHALL

12. SUBCUT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO A DEPTH OF 4 INCHES. RESPREAD TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED TO A MINIMUM DEPTH OF 4 INCHES.
20. FINISHED GRADING SHALL BE COMPLETED, THE CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISHED GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUTTED BY TRAFFIC OR ERODED BY WATER OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.
21. TOLERANCES
 - a. THE BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.10 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
 - b. THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.
 - c. AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.30 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
 - d. TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS.
 - e. AFTER THE SITE GRADING IS COMPLETED, IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, THE CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.
28. WHEN THE SITE GRADING CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL SEED AND MULCH THOSE AREAS AS DIRECTED BY THE OWNER. THE SEEDING SHALL COMPLY WITH MN/DOT SPECIFICATION NO. 3876 WITH THE USE OF MN/DOT MIXTURE NO. 50B OR 250 GR AND APPLIED AT A RATE OF 100 POUNDS PER ACRE. THE SEEDING AREA SHALL BE MULCHED. THE MULCH SHALL

COMPLY WITH MN/DOT SPECIFICATION 3882, TYPE 1. THE MULCH SHALL BE APPLIED AND ANCHORED IN ACCORDANCE WITH MN/DOT SPECIFICATION NO. 2575.3, F1. MULCH SHALL BE APPLIED AT THE RATE OF 2 TONS PER ACRE. THE MULCH SHALL BE ANCHORED WITH A DISC, CLODBUSTER OR OTHER APPROVED EQUIPMENT.

29. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF ANY HAUL ROADS THAT MAY BE REQUIRED TO COMPLETE THE SITE GRADING CONSTRUCTION AND SHALL INDICATE HAUL ROADS ON EROSION AND SEDIMENT CONTROL "SITE MAP". THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE GOVERNING CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUTTED BY TRAFFIC OR ERODED BY WATER OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.





NOTE TO CONTRACTOR

THE EROSION CONTROL PLAN SHEETS ALONG WITH THE REST OF THE SWPPP MUST BE KEPT ONSITE UNTIL THE NOTICE OF TERMINATION IS FILED WITH THE MPCA. THE CONTRACTOR MUST UPDATE THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS, SUCH AS ADDITIONAL OR MODIFIED BMPs DESIGNED TO CORRECT PROBLEMS IDENTIFIED. AFTER FILING THE NOTICE OF TERMINATION, THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS, AND ALL REVISIONS TO IT MUST BE SUBMITTED TO THE OWNER, TO BE KEPT ON FILE IN ACCORDANCE WITH THE RECORD RETENTION REQUIREMENTS DESCRIBED IN THE SWPPP NARRATIVE.

LEGEND

PROPOSED EXISTING

CURB & GUTTER
STORM SEWER
DRAIN TILE
CONTOUR
RIP RAP
OVERFLOW ELEV.
SILT FENCE
SILT DIKE
LIMITS OF DISTURBANCE
SOIL BORINGS
DIRECTION OF OVERLAND FLOW
TEMPORARY DIVERSION DITCH
CHECK DAM
LIMITS OF DRAINAGE SUB-BASIN
BIO-ROLL
INLET PROTECTION DEVICE 1
TEMPORARY STONE CONSTRUCTION ENTRANCE
TEMPORARY SEDIMENT BASIN
TEMPORARY STORAGE AND PARKING AREA
TEMPORARY STABILIZATION MEASURES (SEED, MULCH, MATS OR BLANKETS AS OUTLINED IN THE SWPPP)

ST-9 PA-10
SB
TS
TSM
IP-1

- SEQUENCE OF CONSTRUCTION**
- PHASE I:**
1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
 2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
 3. CONSTRUCT THE SILT FENCES ON THE SITE.
 4. CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS.
 5. HALT ALL ACTIVITIES AND CONTACT THE CIVIL ENGINEERING CONSULTANT TO PERFORM INSPECTION OF BMPs. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE-CONSTRUCTION MEETING WITH ENGINEER AND ALL GROUND DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.
 6. CLEAR AND GRUB THE SITE.
 7. BEGIN GRADING THE SITE.
 8. START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.
- PHASE II:**
1. TEMPORARILY SEED DENUDED AREAS.
 2. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
 3. INSTALL RIP RAP AROUND OUTLET STRUCTURES.
 4. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
 5. PREPARE SITE FOR PAVING.
 6. PAVE SITE.
 7. INSTALL INLET PROTECTION DEVICES.
 8. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
 9. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED), IF REQUIRED BY THE CONTRACT.

EROSION CONTROL MATERIALS QUANTITIES

ITEM	UNIT	QUANTITY
SILT FENCE	LINEAR FEET	700
CONSTRUCTION ENTRANCE	UNIT	1
INLET PROTECTION DEVICE (IP-1)	UNIT	1

AREA SUMMARY IN ACRES

PAVEMENT AREA	0.47 AC±
BUILDING AREA	0.03 AC±
SEEDING AREA	0.28 AC±
TOTAL DISTURBED	0.78 AC±
PRE - CONSTRUCTION IMPERVIOUS	0.50 AC±
POST - CONSTRUCTION IMPERVIOUS	0.50 AC±

* REFER TO SHEET C5.03 FOR GENERAL NOTES, MAINTENANCE NOTES, LOCATION MAPS, AND STANDARD DETAILS

SOIL EROSION / SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
TEMPORARY CONTROL MEASURES																		
STRIP & STOCKPILE TOPSOIL																		
ROUGH GRADE / SEDIMENT CONTROL																		
TEMPORARY CONSTRUCTION ROADS																		
FOUNDATION / BUILDING CONSTRUCTION																		
SITE CONSTRUCTION																		
PERMANENT CONTROL STRUCTURES																		
FINISH GRADING																		
LANDSCAPING / SEED / FINAL STABILIZATION																		
STORM FACILITIES																		

NOTE: CONTRACTOR OR GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

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HTG
ARCHITECTS
9300 HENNEPIN TOWN ROAD
MINNEAPOLIS, MN 55347

Project
TCF BANK

Location
SHOREVIEW,
MINNESOTA

Certification

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

Brad C. [Signature]
Registration No. 26908 Date: 05/08/2012
If available, contact us for a wet signed copy of this which is available upon request at MFRA, Inc., Plymouth, MN office.

Summary

Designed: BCW Drawn: JN
Approved: MCA Book / Page:
Phase: PRELIM Initial Issue: 04/30/2012

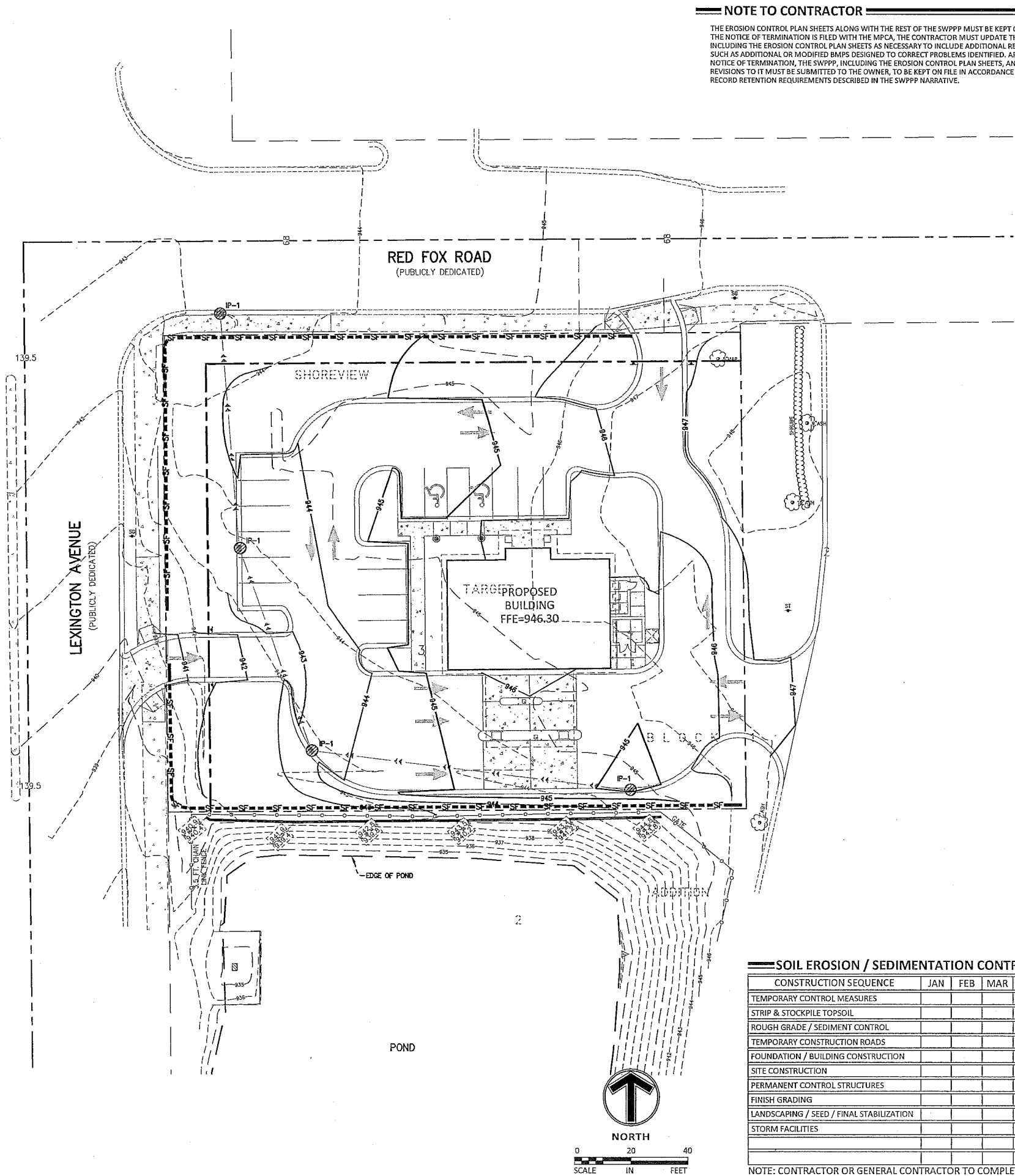
Revision History

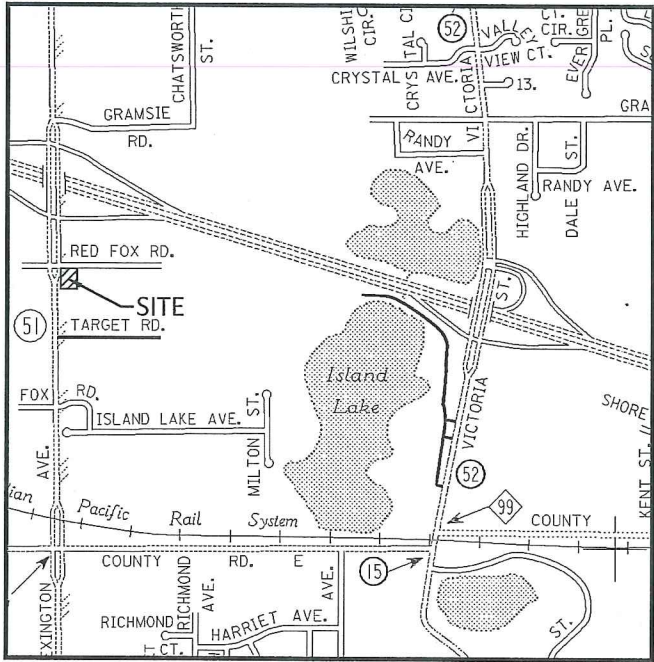
No.	Date	By	Submittal / Revision
A	05/08/12	JN	CITY COMMENTS
B	06/14/12	DJD	SITE REVISIONS

Sheet Title
PHASE I
EROSION
CONTROL PLAN

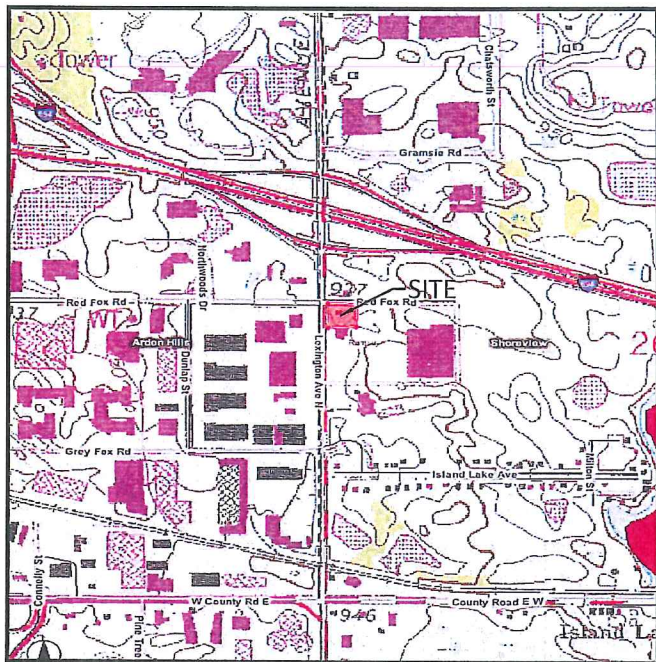
Sheet No. Revision
C5.01 B

Project No. HTG19272

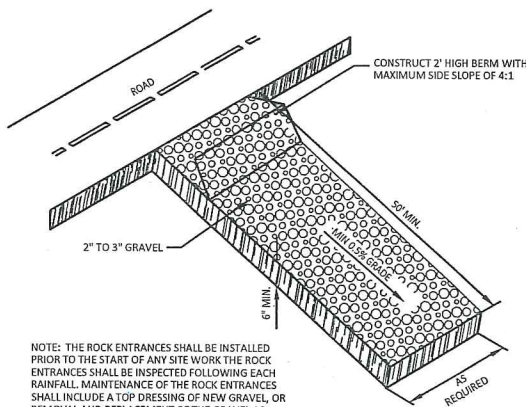




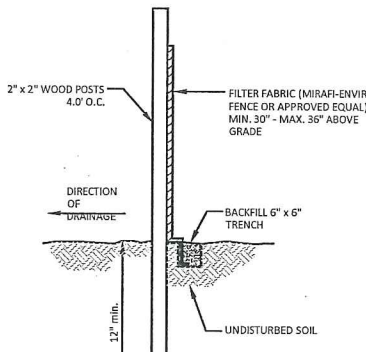
SITE LOCATION MAP



USGS MAP

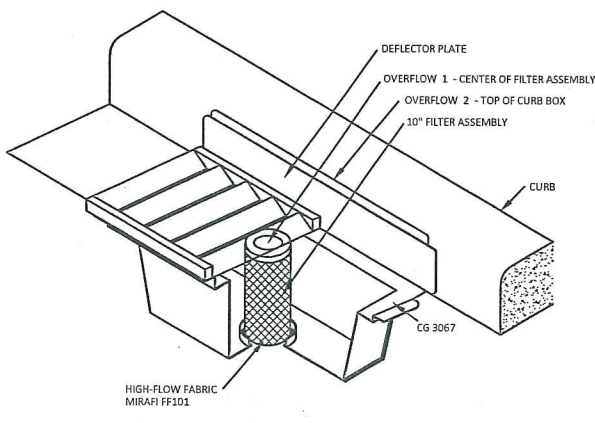


NOTE: THE ROCK ENTRANCES SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE WORK. THE ROCK ENTRANCES SHALL BE INSPECTED FOLLOWING EACH RAINFALL. MAINTENANCE OF THE ROCK ENTRANCES SHALL INCLUDE A TOP DRESSING OF NEW GRAVEL OR REMOVAL AND REPLACEMENT OF THE GRAVEL AS NEEDED, TO KEEP THE ENTRANCE FREE FROM COLLECTED MUD.



ROCK ENTRANCE DRIVE
NOT TO SCALE

SILT FENCE DETAIL
NOT TO SCALE



ROAD DRAIN INLET PROTECTION (IP-1)
NOT TO SCALE

SEQUENCE OF CONSTRUCTION

PHASE I:

1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
3. CONSTRUCT THE SILT FENCES ON THE SITE.
4. CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS.
5. HALT ALL ACTIVITIES AND CONTACT THE CIVIL ENGINEERING CONSULTANT TO PERFORM INSPECTION OF BMPs. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE-CONSTRUCTION MEETING WITH ENGINEER AND ALL GROUND DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.
6. CLEAR AND GRUB THE SITE.
7. BEGIN GRADING THE SITE.
8. START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.

PHASE II:

1. TEMPORARILY SEED DENUDED AREAS.
2. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
3. INSTALL RIP RAP AROUND OUTLET STRUCTURES.
4. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
5. PREPARE SITE FOR PAVING.
6. PAVE SITE.
7. INSTALL INLET PROTECTION DEVICES.
8. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
9. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED), IF REQUIRED BY THE CONTRACT

ACREAGE SUMMARY IN ACRES	
PAVEMENT AREA	0.44 AC±
BUILDING AREA	0.05 AC±
SEEDED AREA	0.29 AC±
TOTAL DISTURBED	0.78 AC±

DEVELOPER/OWNER:
SITE OPERATOR / CONTRACTOR/GENERAL CONTRACTOR
SUPERINTENDENT:

GENERAL EROSION CONTROL NOTES

1. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME. WHERE A CONFLICT EXISTS BETWEEN LOCAL JURISDICTIONAL STANDARD SPECIFICATIONS AND MFRA STANDARD SPECIFICATIONS, THE MORE STRINGENT SPECIFICATION SHALL APPLY.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATIONS AND/OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CONTACT ALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE LOCATIONS OF SMALL UTILITIES SHALL BE OBTAINED BY THE CONTRACTOR BY CALLING MINNESOTA GOPHER STATE ONE CALL AT 800-252-1166 OR 651-454-0002
3. THE DESIGN SHOWN IS BASED UPON THE ENGINEER'S UNDERSTANDING OF THE EXISTING CONDITIONS. THE EXISTING CONDITIONS SHOWN ON THIS PLAN ARE BASED UPON AN ALTA OR TOPOGRAPHIC SURVEY PREPARED BY MFRA DATED 03-17-2008. IF CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS WITHOUT EXCEPTION, THEY SHALL HAVE MADE, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR AND SUBMIT IT TO THE OWNER FOR REVIEW. SEE ATTACHED SURVEY SHEETS.
4. THE GENERAL CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES OCCURRING TO THE ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
5. THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS COMPRISED OF THIS DRAWING (EROSION & SEDIMENTATION CONTROL PLAN-ESC PLAN), THE STANDARD DETAILS, THE PLAN NARRATIVE, AND ITS APPENDICES, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING & SUBMITTING THE APPLICATION FOR THE MPCA GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE SWPPP AND THE STATE OF MINNESOTA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS. THE SWPPP AND ALL OTHER RELATED DOCUMENTS MUST BE KEPT AT THE SITE DURING CONSTRUCTION.
7. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED BY THE SWPPP & PERMITS. THE CONTRACTOR SHALL OVERSEE THE INSPECTION & MAINTENANCE OF THE BMP'S AND EROSION PREVENTION FROM BEGINNING OF CONSTRUCTION AND UNTIL CONSTRUCTION IS COMPLETED, IS APPROVED BY ALL AUTHORITIES, THE NOTICE OF TERMINATION (NOT) HAS BEEN FILED WITH THE MPCA BY EITHER THE OWNER OR OPERATOR AS APPROVED ON PERMIT. ADDITIONAL BMP'S SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
8. BMP'S AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
9. ESC PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
10. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THE ESC PLANS SHALL BE CLEARLY DELINEATED (E.G. WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC.) ON THE DEVELOPMENT SITE BEFORE WORK BEGINS. GROUND DISTURBING ACTIVITIES MUST NOT OCCUR OUTSIDE THE LIMITS OF DISTURBANCE.
11. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
12. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) MUST BE LIMITED TO A DEFINED AREA OF THE SITE AND SHALL BE CONTAINED AND PROPERLY TREATED OR DISPOSED. NO ENGINE DEGREASING IS ALLOWED ON SITE.
13. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLotation BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
14. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
15. SOLID WASTE: COLLECTED SEDIMENT, ASPHALT & CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION & DEMOLITION DEBRIS & OTHER WASTES MUST BE DISPOSED OF PROPERLY & MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.
16. HAZARDOUS MATERIALS: OIL, GASOLINE, PAINT & ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE & DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.
17. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN, AND IN THE SWPPP, SHALL BE INITIATED AS SOON AS PRACTICABLE AND PRIOR TO SOIL DISTURBING ACTIVITIES UPSLOPE.
18. DISTURBED PORTIONS OF THE SITE WITHIN 200 FEET OF AND FLOWING TO A SURFACE WATER, AS DEFINED IN THE GENERAL PERMIT, WHERE CONSTRUCTION ACTIVITY HAS STOPPED SHALL BE TEMPORARILY SEEDED. SEEDING SHALL BE IN ACCORDANCE WITH MN/DOT SEED MIXTURE NUMBER 100 OR 110 DEPENDING ON THE SEASON OF PLANTING (SEE MN/DOT SPECIFICATION SECTION 2575.3) SEEDING METHOD AND APPLICATION RATE SHALL CONFORM TO MN/DOT SPECIFICATION SECTION 2575.3. TIMING OF TEMPORARY SEEDING SHALL BE IN ACCORDANCE WITH THE FOLLOWING GUIDELINES:

TYPE OF SLOPE	TIME	(MAX TIME AN AREA CAN REMAIN OPEN WHEN THE AREA IS NOT ACTIVELY BEING WORKED)
STEEPER THAN 3:1	7 DAYS	
10:1 TO 3:1	14 DAYS	
FLATTER THAN 10:1	21 DAYS	
19. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT FROM CONVEYANCES & FROM TEMPORARY SEDIMENTATION BASINS THAT ARE TO BE USED AS PERMANENT WATER QUALITY MANAGEMENT BASINS. SEDIMENT MUST BE STABILIZED TO PREVENT IT FROM BEING WASHED BACK INTO THE BASIN, CONVEYANCES, OR DRAINAGEWAYS DISCHARGING OFF-SITE OR TO SURFACE WATERS. THE CLEANOUT OF PERMANENT BASINS MUST BE SUFFICIENT TO RETURN THE BASIN TO DESIGN CAPACITY.
20. ON-SITE & OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BMP'S. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
21. TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS & CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB & GUTTER SYSTEMS OR CONDUITS & DITCHES.
22. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
23. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, CHECK DAMS, INLET PROTECTION DEVICES, ETC.) TO PREVENT EROSION.
24. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

MAINTENANCE

ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. THE DESIGNATED CONTACT PERSON NOTED ON THIS PLAN MUST ROUTINELY INSPECT THE CONSTRUCTION ON SITE ONCE EVERY SEVEN DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. ALL SILT FENCES MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/3 OF THE HEIGHT OF THE FENCE. THESE REPAIRS MUST BE MADE WITHIN 24 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
2. TEMPORARY AND PERMANENT SEDIMENTATION BASINS MUST BE DRAINED AND THE SEDIMENT REMOVED WHEN THE DEPTH OF SEDIMENT COLLECTED IN THE BASIN REACHES 1/2 THE STORAGE VOLUME. DRAINAGE AND REMOVAL MUST BE COMPLETED WITHIN 72 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS (SEE PART IV.D. OF THE GENERAL PERMIT).
3. SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS, MUST BE INSPECTED FOR EVIDENCE OF SEDIMENT BEING DEPOSITED BY EROSION. THE CONTRACTOR MUST REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE WATERS, INCLUDING DRAINAGEWAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS, AND RESTABILIZE THE AREAS WHERE SEDIMENT REMOVAL RESULTS IN EXPOSED SOIL. THE REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. THE CONTRACTOR SHALL USE ALL REASONABLE EFFORTS TO OBTAIN ACCESS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) CALENDAR DAYS OF OBTAINING ACCESS. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL LOCAL, REGIONAL, STATE AND FEDERAL AUTHORITIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK.
4. CONSTRUCTION SITE VEHICLE EXIT LOCATIONS MUST BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING ONTO PAVED SURFACES. TRACKED SEDIMENT MUST BE REMOVED FROM ALL OFF-SITE PAVED SURFACES, WITHIN 24 HOURS OF DISCOVERY, OR IF APPLICABLE, WITHIN A SHORTER TIME TO COMPLY WITH PART IV.C.6 OF THE GENERAL PERMIT.
5. THE CONTRACTOR IS RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF TEMPORARY AND PERMANENT WATER QUALITY MANAGEMENT BMPs, AS WELL AS ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPs, FOR THE DURATION OF THE CONSTRUCTION WORK AT THE SITE. THE PERMITTEE(S) ARE RESPONSIBLE UNTIL ANOTHER PERMITTEE HAS ASSUMED CONTROL ACCORDING TO PART II.B.5 OVER ALL AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED OR THE SITE HAS UNDERGONE FINAL STABILIZATION, AND A NOT HAS BEEN SUBMITTED TO THE MPCA.
6. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED IN A MANNER AND AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS (E.G., FUGITIVE SEDIMENT IN STREETS COULD BE WASHED INTO STORM SEWERS BY THE NEXT RAIN AND/OR POSE A SAFETY HAZARD TO USERS OF PUBLIC STREETS).
7. ALL INFILTRATION AREAS MUST BE INSPECTED TO ENSURE THAT NO SEDIMENT FROM ONGOING CONSTRUCTION ACTIVITIES IS REACHING THE INFILTRATION AREA AND THESE AREAS ARE PROTECTED FROM COMPACTION DUE TO CONSTRUCTION EQUIPMENT DRIVING ACROSS THE INFILTRATION AREA.



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Project

TCF BANK

Location

SHOREVIEW,
MINNESOTA

Certification

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

Brad C. Whiting

Registration No. 26908

Date: 05/08/2012

If possible, contact us for a wet signed copy of this plan, which is available upon request at MFRA, Inc., Plymouth, MN office.

Summary

Designed: BCW

Drawn: JN

Approved: MCA

Book / Page:

Phase: PRELIM

Initial Issue: 04/30/2012

Revision History

No. Date By Submittal / Revision

A 05/08/12 JN CITY COMMENTS

B 06/14/12 DJD SITE REVISIONS

Sheet Title

EROSION

CONTROL

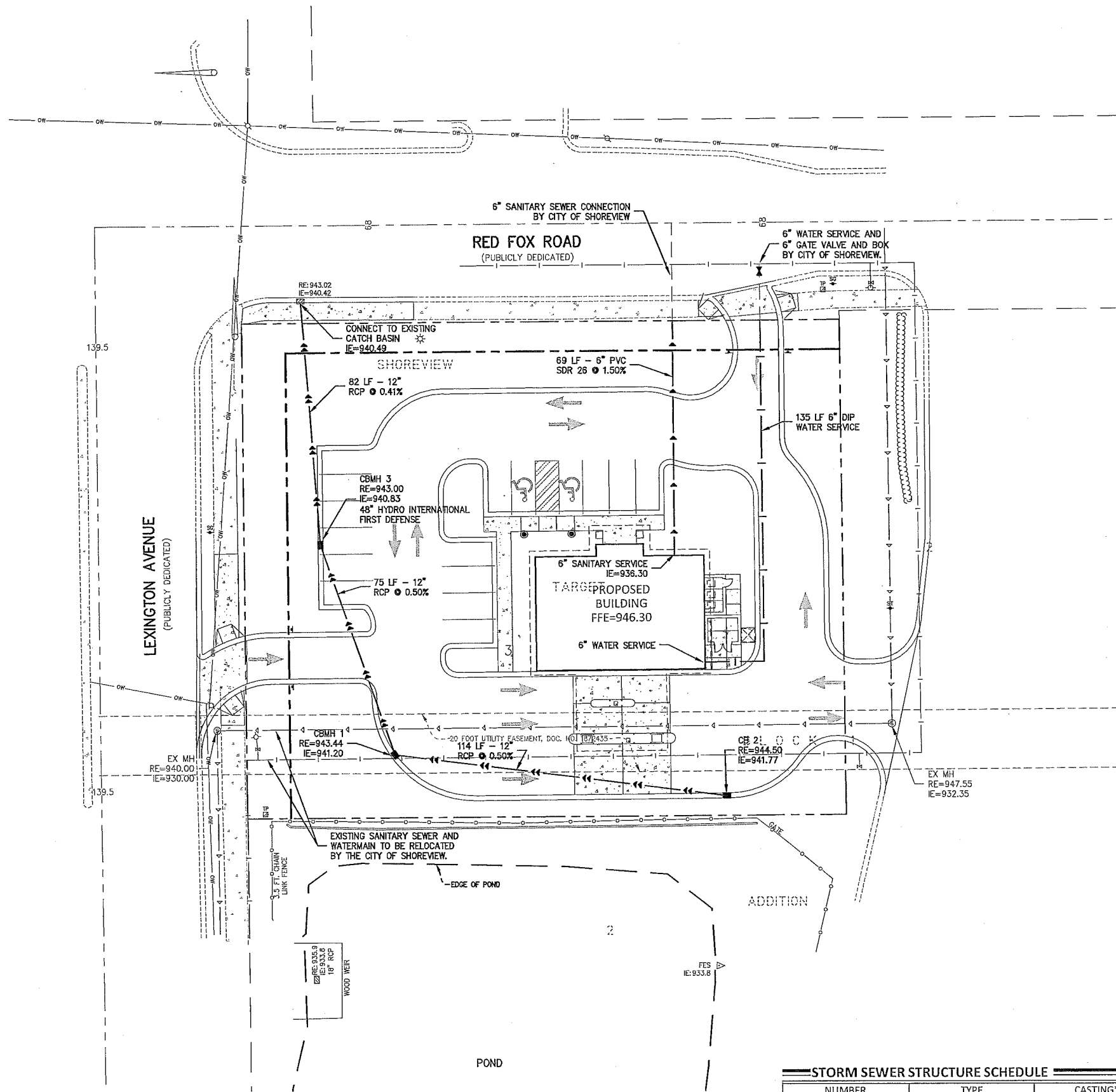
DETAILS AND

NOTES

Sheet No. Revision

C5.03 B

Project No. HTG19272



LEGEND

CURB & GUTTER

STORM SEWER

SANITARY SEWER

FORCEMAIN (SAN.)

WATERMAIN

EASEMENT

DRAINTILE

GAS LINE

ELECTRIC

TELEPHONE

PROPOSED

EXISTING

UTILITY CONSTRUCTION NOTES

THE UTILITY IMPROVEMENTS FOR THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STANDARD UTILITIES SPECIFICATIONS" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), EXCEPT AS MODIFIED HEREIN. CONTRACTOR SHALL OBTAIN A COPY OF THESE SPECIFICATIONS.

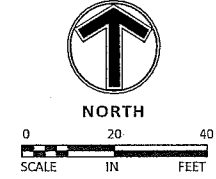
- ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE TO CITY REQUIREMENTS.
 - CONTRACTOR SHALL NOT OPEN, TURN OFF, INTERFERE WITH, OR ATTACH ANY PIPE OR HOSE TO OR TAP WATERMAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF ANY SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE THE LIABILITY OF THE CONTRACTOR.
 - A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATERMAIN AND SEWER MAIN CROSSINGS.
 - ALL MATERIALS SHALL BE AS SPECIFIED IN CEAM SPECIFICATIONS EXCEPT AS MODIFIED HEREIN.
 - ALL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY.
 - ALL SANITARY SEWER TO BE PVC SDR-35, UNLESS NOTED OTHERWISE.
 - ALL WATERMAIN TO BE DUCTILE IRON - CLASS 52, WITH 7.5 FEET MINIMUM COVER.
 - ALL STORM SEWER PIPE TO BE REINFORCED CONCRETE PIPE WITH R-4 JOINTS, AND RUBBER GASKETS.
 - RIP RAP SHALL BE Mn/DOT CLASS 3.
 - CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
 - THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE LOCATIONS OF SMALL UTILITIES SHALL BE OBTAINED BY THE CONTRACTOR, BY CALLING GOPHER STATE ONE CALL AT 454-0002.
 - THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
 - SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
 - ALL AREAS OUTSIDE THE PROPERTY BOUNDARIES THAT ARE DISTURBED BY UTILITY CONSTRUCTION SHALL BE RESTORED IN KIND. SODDED AREAS SHALL BE RESTORED WITH 6 INCHES OF TOPSOIL PLACED BENEATH THE SOD.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
 - ALL SOILS TESTING SHALL BE COMPLETED BY AN INDEPENDENT SOILS ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE SOILS ENGINEER. THE UTILITY BACKFILL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND SOIL INSPECTIONS WITH THE SOILS ENGINEER.
- A GEOTECHNICAL ENGINEERING REPORT HAS BEEN COMPLETED BY:
- COMPANY: TBD

ADDRESS:

PHONE:

DATED:
- THE CONTRACTOR SHALL OBTAIN A COPY OF THIS SOILS REPORT.
- PRIOR TO PLACEMENT OF AGGREGATE BASE, A TEST ROLL WILL BE REQUIRED ON THE STREET AND PARKING AREA SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS OF THE STREET OR PARKING AREA ARE UNSTABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER.
 - THE TREES AND OTHER NATURAL VEGETATION WITHIN THE PROJECT AND/OR ADJACENT TO THE PROJECT ARE OF PRIME CONCERN TO THE CONTRACTOR'S OPERATIONS. HE WILL BE REQUIRED TO PROTECT THE TREES WHICH ARE TO BE SAVED TO BE SURE THAT EQUIPMENT IS NOT NEEDLESSLY OPERATED UNDER NEARBY TREES AND SHALL EXERCISE EXTREME CAUTION IN WORKING ADJACENT TO TREES. SHOULD ANY PORTION OF THE TREE BRANCHES REQUIRE REMOVAL TO PERMIT OPERATION OF THE CONTRACTOR'S EQUIPMENT, HE SHALL OBTAIN THE SERVICES OF A PROFESSIONAL TREE TRIMMING SERVICE TO TRIM THE TREES PRIOR TO THE BEGINNING OF THE OPERATION. SHOULD THE CONTRACTOR'S OPERATIONS RESULT IN THE BREAKING OF ANY LIMBS, THE BROKEN LIMBS SHOULD BE REMOVED IMMEDIATELY AND CUTS SHALL BE PROPERLY PROTECTED TO MINIMIZE ANY AUTHORIZATION BY THE ENGINEER. COSTS FOR TRIMMING SERVICES SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONSTRUCTION AND NO SPECIAL PAYMENT WILL BE MADE.

STORM SEWER STRUCTURE SCHEDULE		
NUMBER	TYPE	CASTING*
CBMH1	CATCH BASIN MANHOLE	R-3067-V
CB2	CATCH BASIN	R-3067-V
CBMH3	TREATMENT DEVICE	R-3067-V
*INDICATES NEENAH FOUNDRY CASTING NO., OR APPROVED EQUAL		
NOTE: THE CONTRACTOR AND THEIR SUPPLIER SHALL DETERMINE THE MINIMUM DIAMETER REQUIRED FOR EACH STORM SEWER STRUCTURE.		





engineering surveying planning energy

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Project
TCF BANK

Location
SHOREVIEW,
MINNESOTA

Certification
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

Brad C. Whelan
Registration No. 26908 Date: 05/08/2012
If available, contact us for a wet signed copy of this plan, which is available upon request at Mfra, Inc., Plymouth, MN office.

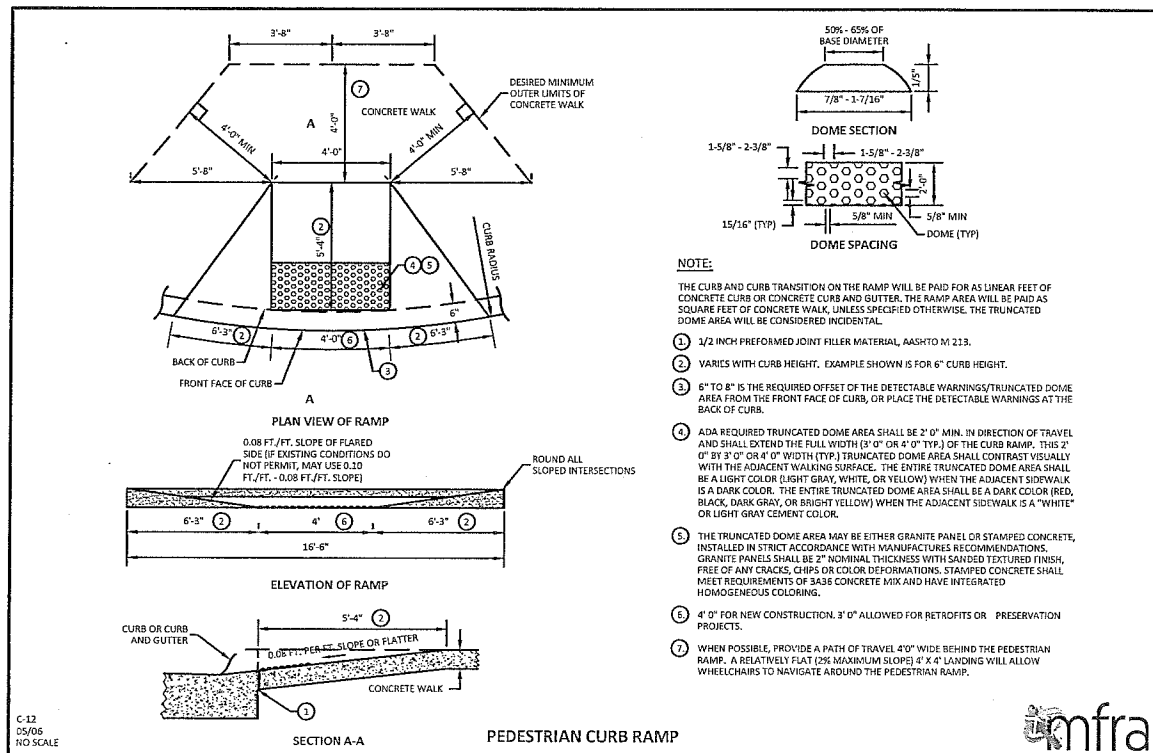
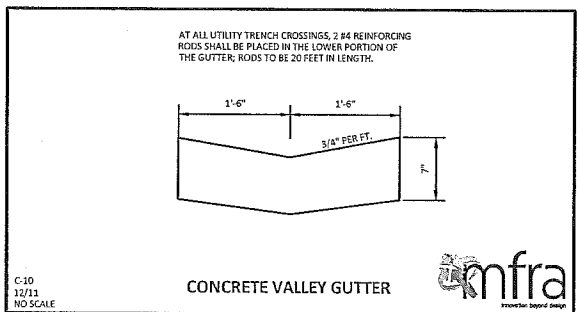
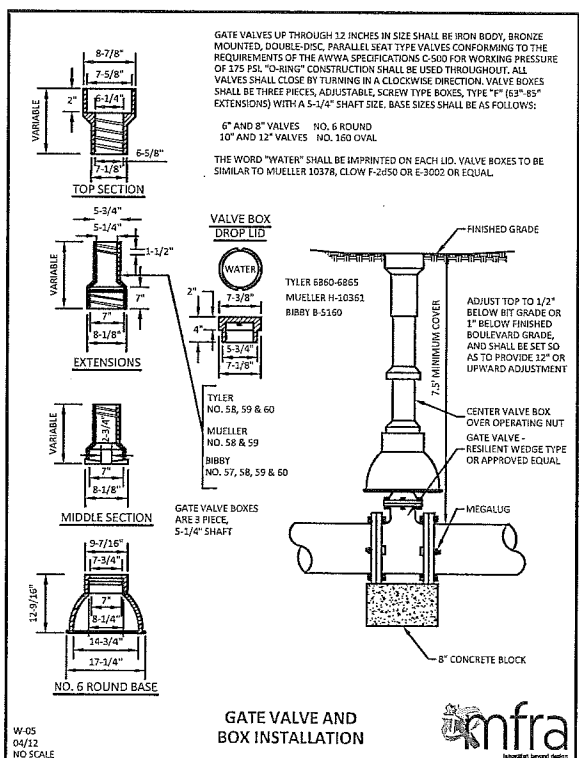
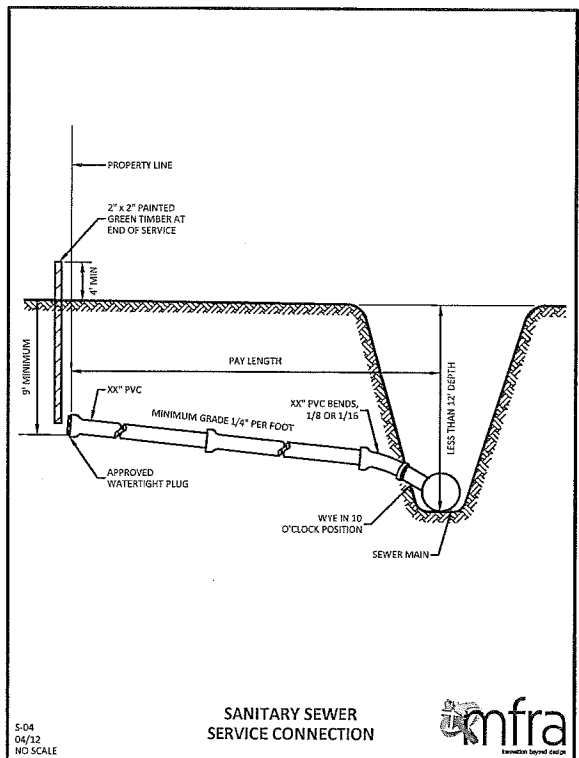
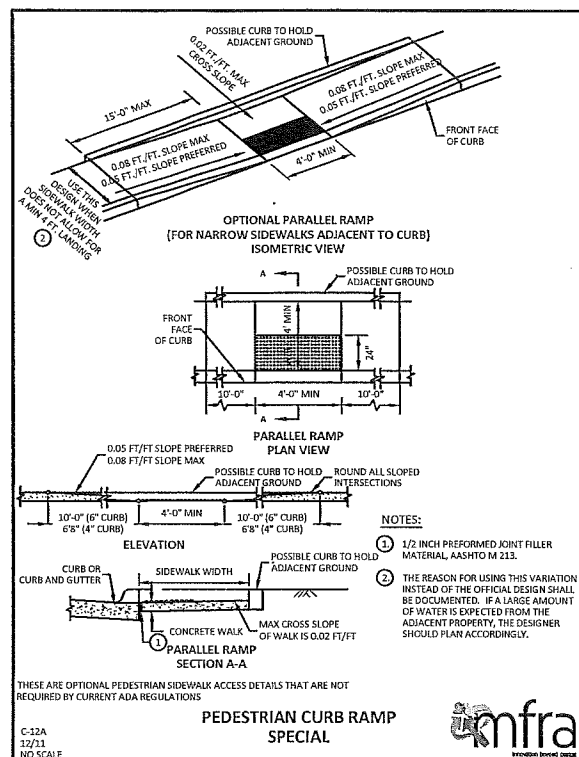
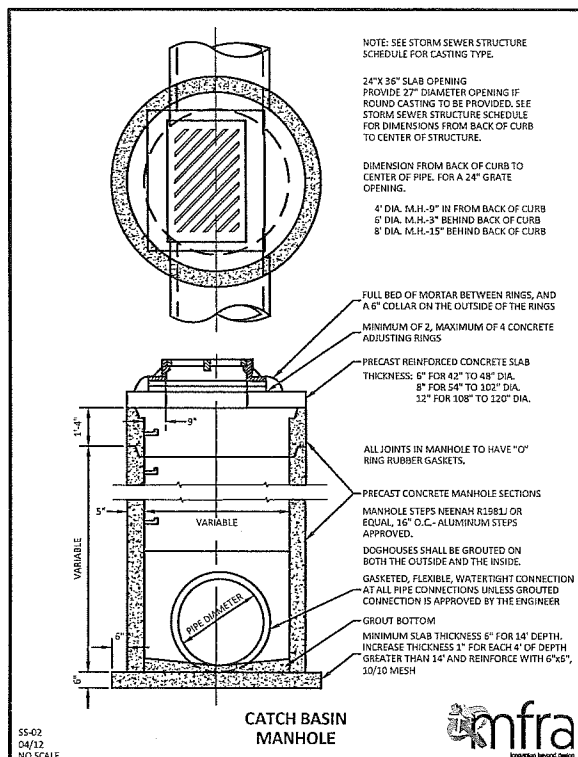
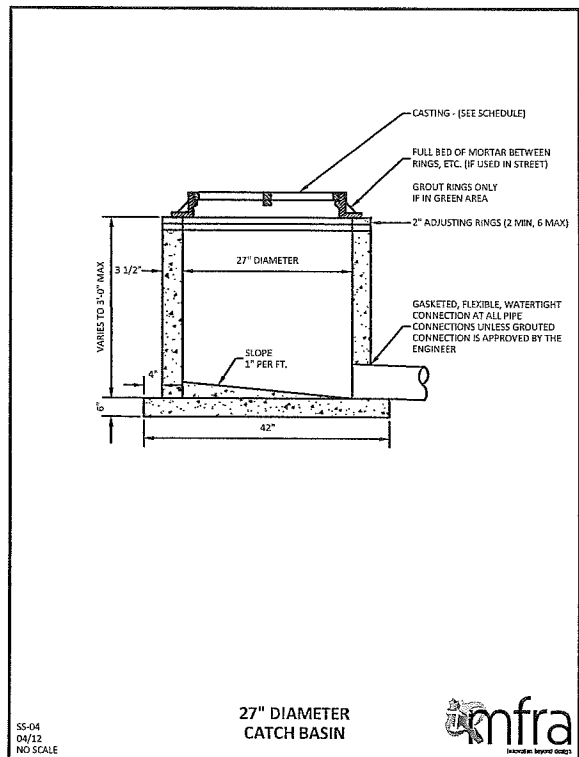
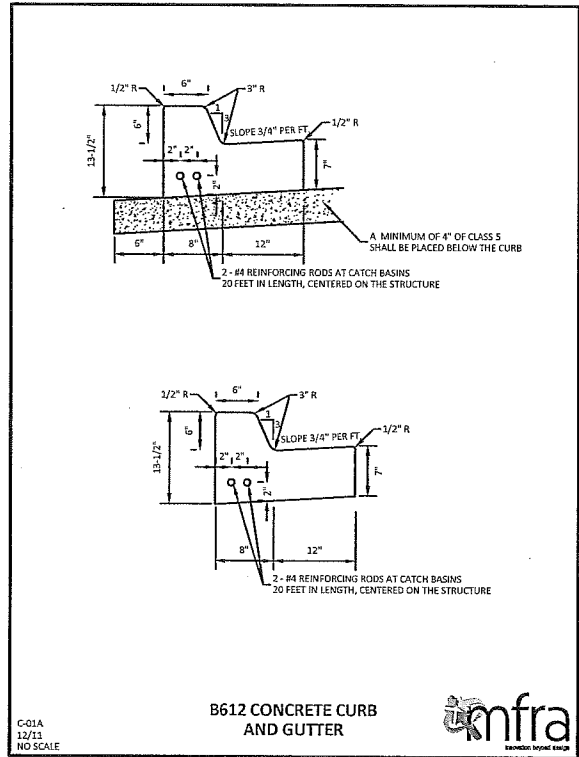
Summary
Designed: BCW Drawn: JN
Approved: MCA Book / Page:
Phase: PRELIM Initial Issue: 04/30/2012

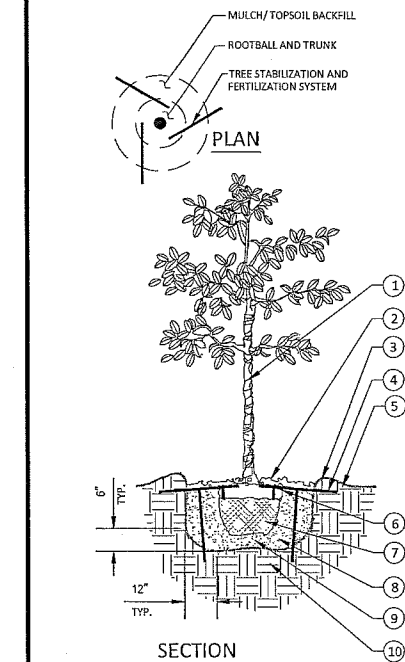
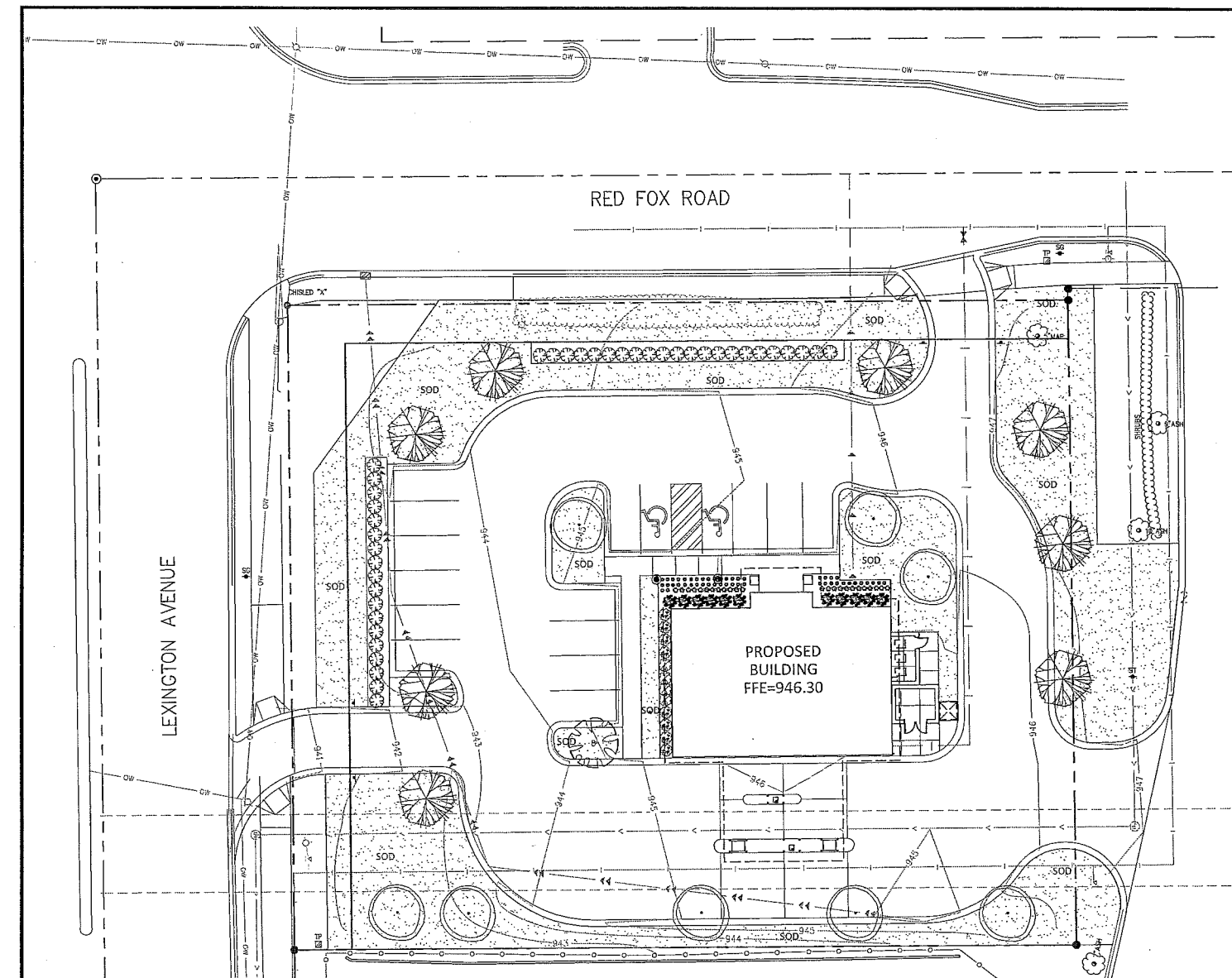
Revision History		
No.	Date By	Submittal / Revision
A	05/08/12 JN	CITY COMMENTS
B	06/14/12 DJD	SITE REVISIONS

Sheet Title
UTILITY PLAN

Sheet No. Revisi
C6.01 B

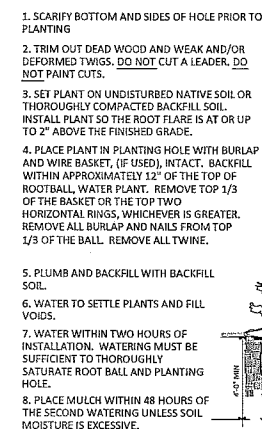
Project No. HTG19272



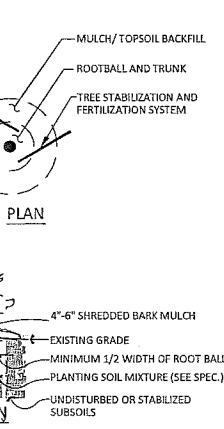


1 SMALL TREE PLANTING
L1.01 14" OR LESS (NOT TO SCALE)

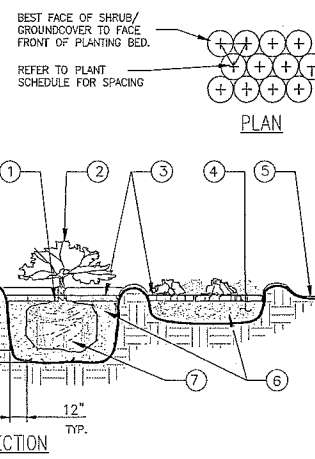
1. TREE WRAP
 2. 4" MINIMUM OF HARDWOOD BARK MULCH COMPACTED OR AS SPECIFIED.
 3. 3" HIGH SOIL BERM TO HOLD WATER.
 4. STAKE SIZE SHALL BE ONE SIZE HIGHER THAN REQUIRED FOR SIZE OF TREE. REFER TO SITEMARK SPECIFICATIONS FOR APPROVED MATERIALS AND INSTALLATION REQUIREMENTS.
 5. FINISHED GRADE (SEE GRADING PLAN)
 6. TOP OF ROOTBALL MIN. 1" ABOVE FINISHED GRADE
 7. B & B OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
 8. PREPARED PLANTING SOIL AS SPECIFIED.
 9. ROOTBALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING ROOTBALLS SMALLER THAN 24" IN DIA. MAY SIT ON COMPACTED EARTH.
 10. UNDISTURBED SUBSOIL
- NOTES:
- A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
 - B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.
 - C. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.
 - D. PRUNE TREE AS DIRECTED BY LANDSCAPE ARCHITECT.
 - E. BRANCHING HEIGHT TO A.A.N. STANDARDS.



2 CONIFEROUS TREE PLANTING DETAIL
L1.01 NOT TO SCALE



3 SHRUB/GROUNDCOVER PLANTING
L1.01 NOT TO SCALE



1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. WHEN USED IN MASSES- PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT
3. 4" MINIMUM OF HARDWOOD BARK MULCH COMPACTED OR AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. 4" MINIMUM OF TOPSOIL TO BRING TO FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND- COVERS AND SHRUBS USED IN MASSES ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
7. SCARIFY ROOTBALL SIDES AND BOTTOM.

LANDSCAPE NOTES

1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE AND BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE LANDSCAPE LEGEND.
2. ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
3. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING, OR AFTER INSTALLATION.
4. NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
5. ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," AND-20, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSERMEN, INC. AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIALS.
6. EXISTING TREES AND SHRUBS TO REMAIN SHALL BE PROTECTED TO THE DRIP LINE FROM ALL CONSTRUCTION TRAFFIC, STORAGE OF MATERIALS ETC. WITH 4" HT. ORANGE PLASTIC SAFETY FENCING ADEQUATELY SUPPORTED BY STEEL FENCE POSTS 6' O.C. MAXIMUM SPACING.
7. ALL PLANT MATERIAL QUANTITIES, SHAPES OF BEDS AND LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN AND ADJUSTED TO CONFORM TO THE EXACT CONDITIONS OF THE SITE. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIALS PRIOR TO INSTALLATION.
8. ALL TREES MUST BE PLANTED, MULCHED, AND STAKED AS SHOWN IN THE DETAILS.
9. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
10. MULCH: DOUBLE SHREDDED DARK HARDWOOD MULCH, CLEAN AND FREE OF NOXIOUS WEEDS OR OTHER DELETERIOUS MATERIAL, IN ALL STAND ALONE TREE PITS, SHRUB BEDS AND MONUMENT SIGNS SHALL BE ROCK MULCH. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY ON-SITE FOR APPROVAL. DELIVER MULCH ON DAY OF INSTALLATION. USE 4" FOR TREES UNLESS OTHERWISE DIRECTED.
11. STEEL LANDSCAPE EDGING: SHALL BE COLMET. EDGING SHALL BE MODEL #1007 (30"X48") 1" COLOR SHALL BE BLACK.
12. THE PLAN TAKES PRECEDENCE OVER THE LANDSCAPE LEGEND IF DISCREPANCIES EXIST. THE SPECIFICATIONS TAKE PRECEDENCE OVER THE PLANTING NOTES AND GENERAL NOTES.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE THE WORK SHOWN ON THE PLAN. VERIFY ALL QUANTITIES SHOWN ON THE LANDSCAPE LEGEND.
14. LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.
15. THE CONTRACTOR SHALL KEEP PAVEMENTS, PLANTERS AND BUILDINGS CLEAN AND UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY PLANT STOCK NOT PLANTED ON DAY OF DELIVERY SHALL BE HEeled IN AND WATERED UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAVED AT THE CONTRACTOR'S EXPENSE.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.
17. LOCATE AND VERIFY ALL UTILITIES, INCLUDING IRRIGATION LINES, WITH THE OWNER FOR PROPRIETARY UTILITIES AND GOPHER STATE ONE CALL AT 454-0002 (TWIN CITIES METRO AREA) OR 800-252-1166 (GREATER MINNESOTA) 48 HOURS BEFORE DIGGING. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ANY DAMAGES TO SAME. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
18. USE ANTI-DESICCANT (MULTIPRUF OR APPROVED EQUAL) ON DECIDUOUS PLANTS MOVED IN LEAF AND FOR EVERGREENS MOVED ANYTIME. APPLY AS PER MANUFACTURER'S INSTRUCTION. ALL EVERGREENS SHALL BE SPRAYED IN THE LATE FALL FOR WINTER PROTECTION DURING WARRANTY PERIOD.
19. PLANTING SOIL FOR TREES, SHRUBS AND GROUND COVERS: FERTILE FRIABLE LOAM CONTAINING A LIBERAL AMOUNT OF HUMUS AND CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL COMPLY WITH MNDOT SPECIFICATION 3877 TYPE B SELECT TOPSOIL. MIXTURE SHALL BE FREE FROM HARDPACK SUBSOIL, STONES, CHEMICALS, NOXIOUS WEEDS, ETC. SOIL MIXTURE SHALL HAVE A PH BETWEEN 6.1 AND 7.5 AND 10-10 FERTILIZER AT THE RATE OF 3 POUNDS PER CUBIC YARD. IN PLANTING BEDS INCORPORATE THIS MIXTURE THROUGHOUT THE ENTIRE BED BY ROTOTILLING IT INTO THE TOP 12" OF SOIL.
20. ALL PLANTS SHALL BE GUARANTEED FOR TWO COMPLETE GROWING SEASONS (APRIL 1 - NOVEMBER 1), UNLESS OTHERWISE SPECIFIED. THE GUARANTEE SHALL COVER THE FULL COST OF REPLACEMENT INCLUDING LABOR AND PLANTS.
21. CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 3 DAYS PRIOR TO PLANNED DELIVERY. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 24 HOURS IN ADVANCE OF BEGINNING PLANT INSTALLATION.
22. SEASONS/TIME OF PLANTING AND SEEDING: NOTE: THE CONTRACTOR MAY ELECT TO PLANT IN OFF-SEASONS ENTIRELY AT HIS/HER RISK.
DECIDUOUS POTTED PLANTS: APRIL 1-JUNE 1; AUG. 21-NOV. 1
DECIDUOUS B&B: APRIL 1-JUNE 1; AUG. 21-NOV. 1
EVERGREEN POTTED PLANTS: APRIL 1-JUNE 1; AUG. 21-OCT. 1
EVERGREEN B&B: APRIL 1-MAY 15; AUG. 23-SEPT. 15
23. MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF THE PLANTS IS COMPLETE. INSPECTION HAS BEEN MADE, AND PLANTINGS ARE ACCEPTED EXCLUSIVE OF THE GUARANTEE. MAINTENANCE SHALL INCLUDE WATERINGS, CULTIVATING, MULCHING, REMOVAL OF DEAD MATERIALS, RE-SETTING PLANTS TO PROPER GRADE AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL CONTINUE TO BE RESPONSIBLE FOR KEEPING THE TREES PLUMB THROUGHOUT THE GUARANTEE PERIOD.
24. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL LANDSCAPE LEGEND SPECIFICATIONS.
25. WATERINGS: MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS ONCE A WEEK. IN EXTREMELY HOT, DRY WEATHER, WATER MORE OFTEN AS REQUIRED BY INDICATIONS OF HEAT STRESS SUCH AS WILTING LEAVES. CHECK MOISTURE UNDER MULCH PRIOR TO WATERING TO DETERMINE NEED. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER.
26. CONTRACTOR SHALL REQUEST IN WRITING, A FINAL ACCEPTANCE INSPECTION.
27. ALL DISTURBED AREAS TO BE SODED, ARE TO RECEIVE 4" TOP SOIL, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
28. IRRIGATION SYSTEM TO BE DESIGN BUILD, SUBMIT DRAWINGS FOR PRIOR APPROVAL. IRRIGATE ALL SOD WITH EITHER SPRINKLER OR ROTORS AT A MINIMUM DRAINAGE OF 1" PER WEEK. IRRIGATE ALL PLANTERS WITH A DRIP STYLE SYSTEM AT .25" PER WEEK. INSTALL A TOTAL OF 4 QUICK COUPLERS AT THE CORNERS OF THE PROPERTY. A 2.5" TYPE K SOURCE PIPE IS PROVIDED BY MECHANICAL.
29. CONTRACTOR SHALL IRRIGATE THE ENTIRE PROPERTY.

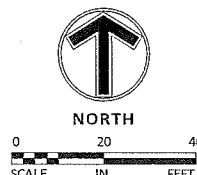
LANDSCAPE LEGEND

KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	INSTALL HEIGHT	MATURE HEIGHT
DECIDUOUS TREES							
	Acer saccharum	SUGAR MAPLE	2.5"	BB	8	15'	50'
	Tilia americana 'Boulevard'	BOULEVARD LINDEN	2.5"	BB	8	15'	60'
	Celtis occidentalis	HACKBERRY	2.5"	BB	1	14'	55'
SHRUBS							
	Ribes alpinum	ALPINE CURRENT	#5	CONT.	40	1'	3'x4'
	Spiraea x bumalda 'Anthony Waterer'	ANTHONY WATERER SPIREA	#5	CONT.	8	1.5'	3'x4'
	Amelanchier alnifolia 'Regent'	SERVICEBERRY	#5	CONT.	11	1'	3'x4'
	Spiraea x bumalda 'Gold Flame'	GOLD FLAME SPIREA	#5	CONT.	4	1.5'	3'x4'
PERENNIALS							
	Hemerocallis 'Baja'	BAJA DAYLILY	#1	CONT.	25	6"	2'x1.5'
	Hemerocallis 'Stella d'Oro'	STELLA D'ORO DAYLILY	#1	CONT.	49	6"	1.5'x1.5'

QUANTITIES SHOWN IN THE PLANTING SCHEDULE ARE FOR THE CONTRACTOR'S CONVENIENCE. CONTRACTOR TO VERIFY QUANTITIES SHOWN ON THE PLAN.

PER CITY CODE, TWO (2) TREES ARE REQUIRED FOR PARKING STALL QUANTITIES AND FOURTEEN (14) TREES ARE REQUIRED FOR THE 34 CAL. IN. OF EXISTING TREES REMOVED.

SOD & MULCH LEGEND	
SYM.	TYPE
	DOUBLE SHREDDED DARK HARDWOOD MULCH
	HIGHLAND



mfra
engineering surveying planning energy
14800 28th Ave. N., Ste 1
Plymouth, Minnesota 55444
(763) 476.6010 telephone
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www.mfra.com

Client
HTG
ARCHITECTS
9300 HENNEPIN TOWN ROAD
MINNEAPOLIS, MN 55347

Project
TCF BANK

Location
SHOREVIEW,
MINNESOTA

Certification
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

Kevin T. Jensen
Registration No. 269XXX Date: XX.XX.XX
This certification is not valid unless wet signed in blue ink. If applicable, contact us for a wet signed copy of this survey which is available upon request at MFR, Inc., Plymouth, MN office.

Summary
Designed: BCW Drawn: JN
Approved: MCA Book / Page:
Phase: PRELIM Initial Issue: 04/30/2012

Revision History
No. Date By Submittal / Revision
A 05/08/12 JN CITY COMMENTS
B 06/14/12 DID SITE REVISIONS

Sheet Title
LANDSCAPE
PLAN

Sheet No. Revisi
L1.01 B

Project No. HTG19272



9300 Hennepin Town Road
Minneapolis, MN 55347
Tel: 952.278.8880
Fax: 952.278.8822

PROJECT

TCF NATIONAL BANK
SHOREVIEW, MN

NEW CONSTRUCTION

[illegible]

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

MICHAEL F. KRAFT

#21538
REG. NO. DATE

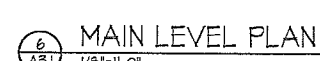
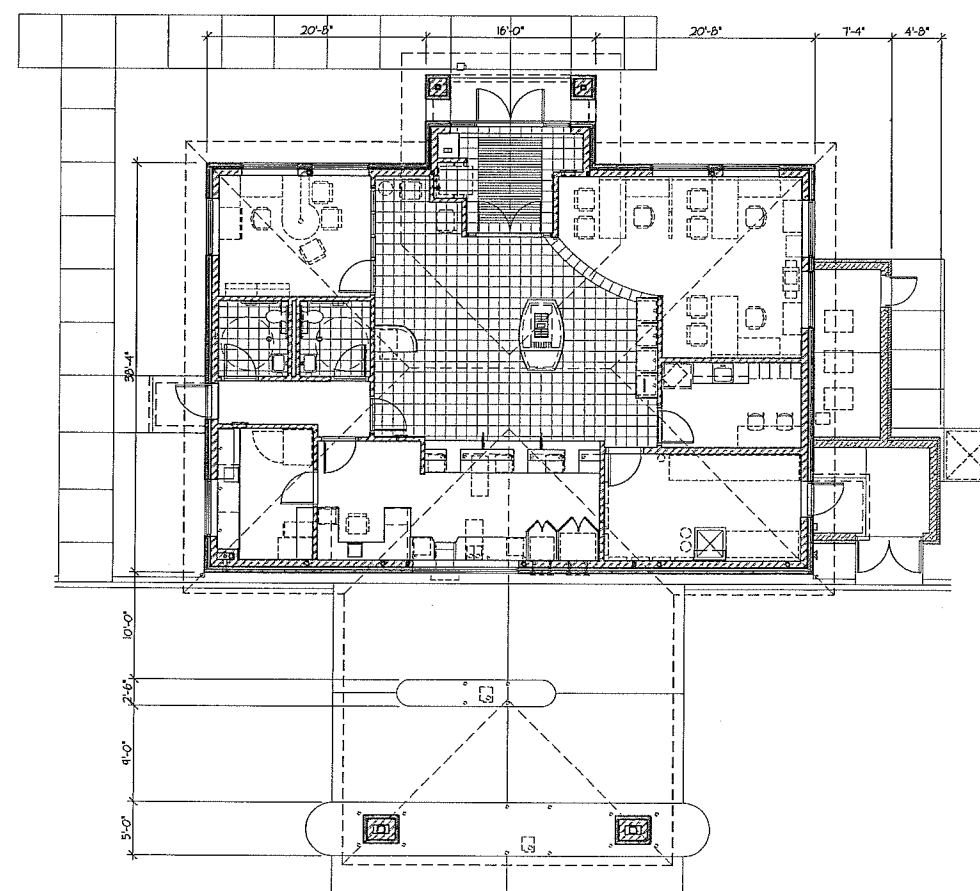
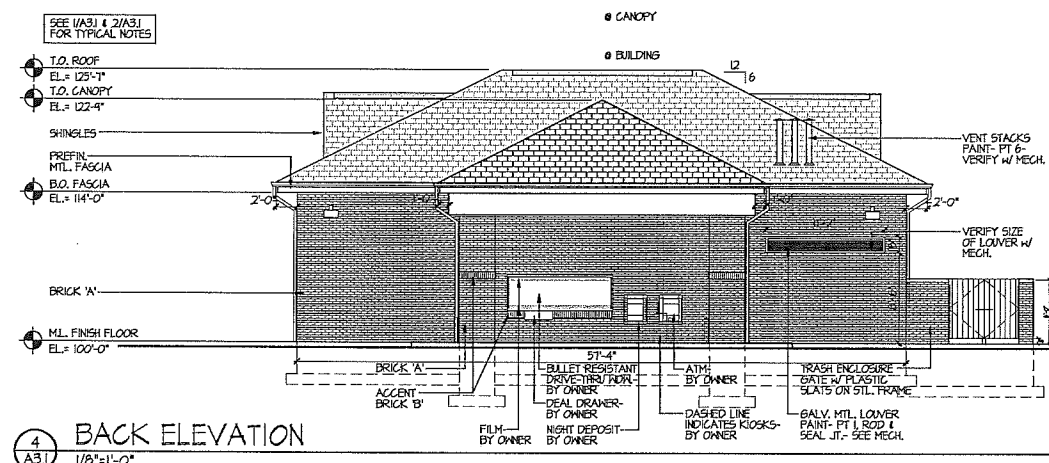
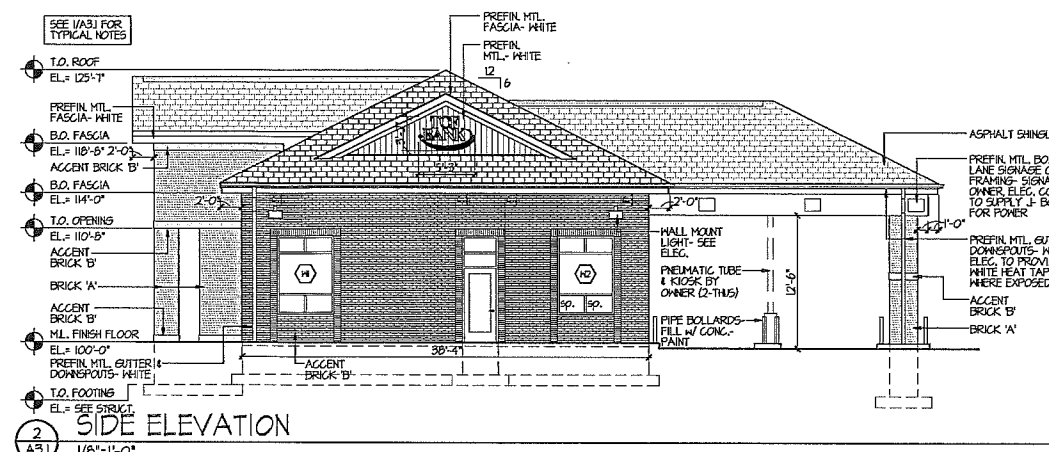
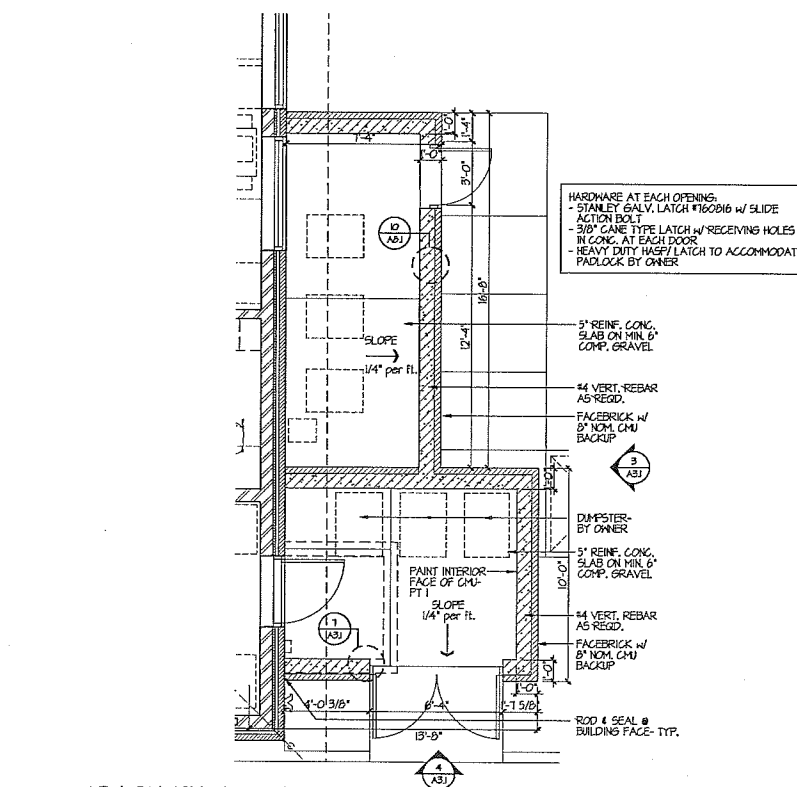
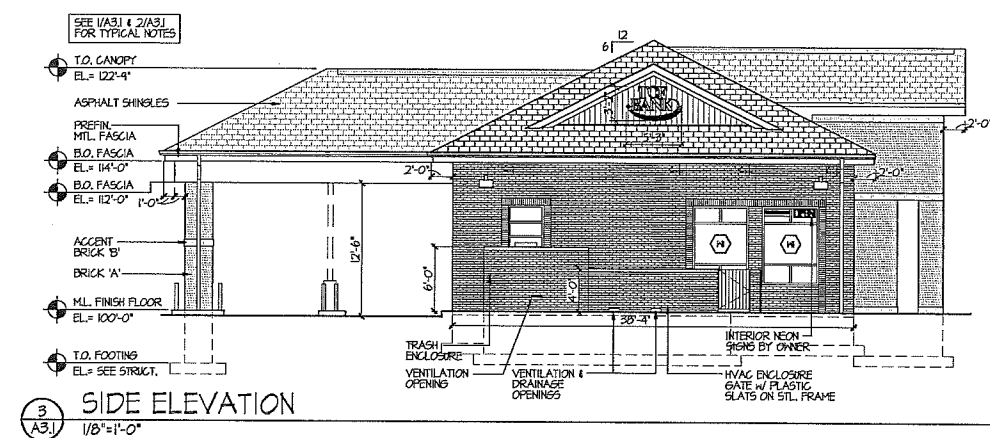
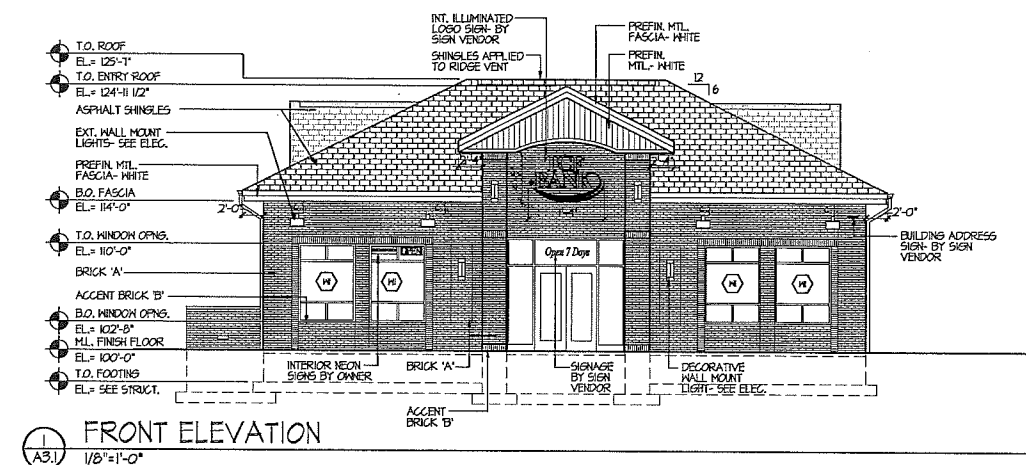
EXTERIOR ELEVATIONS
ENCLOSURE PLANS
ENCLOSURE ELEVATIONS
ENCLOSURE DETAILS

E-E-08134.dwg May 04, 2012 - 8:33am

DRAWN BY: JDZ CHECKED BY: M

A3.1

08139 EE-08
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PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to approve Resolution No. 12-50 accepting the bid from Pearson Bros. Inc for the 2012 Street Seal Coating, City Project 12-05, and authorizes the Mayor and City Manager to execute a construction contract in the amount of \$284,025.53.

ROLL CALL: AYES _____ NAYS _____

HUFFMAN _____

QUIGLEY _____

WICKSTROM _____

WITHHART _____

MARTIN _____

REGULAR COUNCIL MEETING
JUNE 18, 2012

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER

FROM: THOMAS L. HAMMITT
SENIOR ENGINEERING TECHNICIAN

DATE: JUNE 14, 2012

SUBJECT: AWARD OF BID
2012 STREET SEAL COAT PROJECT
CITY PROJECT NO. 12-05

INTRODUCTION

Bids were received on June 13, 2012, for the 2012 Seal Coat Project. Award of a contract is required by the City Council.

BACKGROUND

The City of Shoreview recently advertised for bids for the 2012 Seal Coat Project. This year's seal coating project consists of approximately 13 miles of streets. Street seal coating is on a seven year schedule.

This year's street seal coating project is in Zone 5. This is generally the streets surrounding Snail Lake and the "pie" area east of Hodgson and south of Snail Lake Road. Gramsie Road from Victoria Street to Rice Street (in Zone 6) is also included in this year's program. There are a few streets that are being left out of the project since they will be reconstructed in the next few years. Please refer to the attached map for the exact project location.

The City received two bids for this year's contract which are shown below:

<u>Contractor</u>	<u>Amount</u>
Pearson Brothers Inc	\$ 284,025.53
Allied Blacktop Co.	\$ 289,764.50

The receipt of two bids is typical as there are a limited number of vendors in this market who are capable or willing to perform this specialized work in accordance with the most modern materials and specifications. Pearson Bros. Inc. submitted the lowest bid. They have successfully completed municipal seal coating projects for a number of metro area cities, including Shoreview for ten of the last eleven years. City staff is recommending contract award to Pearson Bros. Inc.

FUNDING

As was noted in the City Council report of May 16, 2012, staff was expecting bid prices comparable to last year's costs with oil prices at similar levels. The Capital Improvement Program originally allocated \$265,400 for the seal coating and an additional \$19,000 for the crack-sealing program in 2012. Gramsie Road is normally in Zone 6, but was moved into this year's program as staff felt this MSA route was in need this year. This added approximately \$30,000 to the 2012 project but will lower the bid for next year.

While the costs for this type of work have risen over the years, staff believes that sealcoating is still the most cost-effective pavement maintenance strategy for the majority of Shoreview streets. Since the funding levels and project specifications for our sealcoating program were reevaluated in 2001, the City has made significant progress in maintaining the overall Pavement Condition Index (PCI) for city streets. This has been accomplished, while the negative impacts and resident concerns/complaints about sealcoating have dramatically decreased.

PROJECT SCHEDULE

The project is anticipated to start in late June or July and take about three days of application. Final sweeping will occur within a week after seal coating.

RECOMMENDATION

It is recommended that the City Council approve the award of bid to Pearson Bros. Inc. for the 2012 Seal Coat Project, City Project No.12-05 in the amount of \$284,025.53.

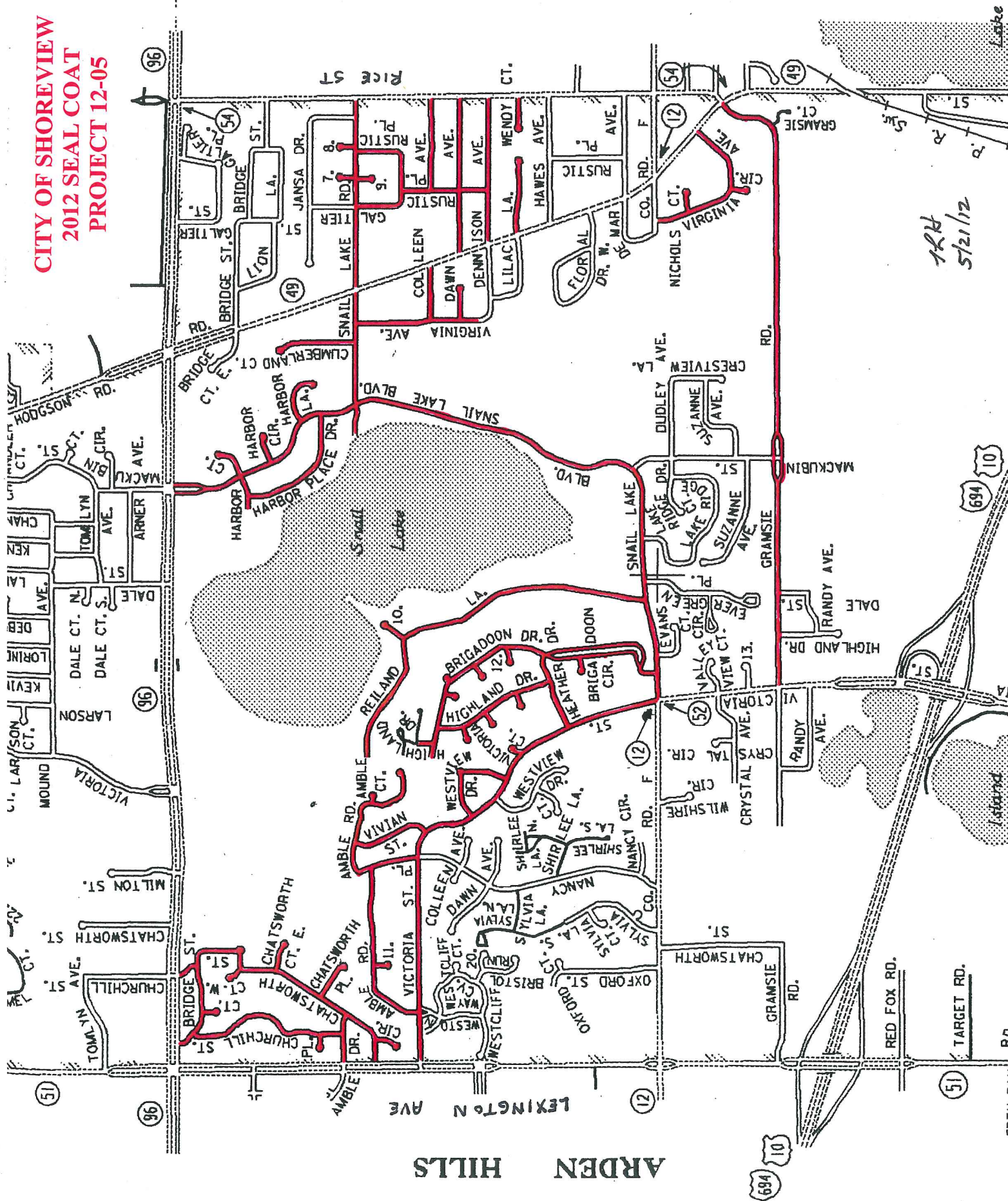
tlh

#12-05

t:/projects/sealcoat/2012/council/awardbid12

VADNAIS HEIGHTS

**CITY OF SHOREVIEW
2012 SEAL COAT
PROJECT 12-05**



PROPOSED

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA**

HELD JUNE 18, 2012

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on June 18, 2012, at 7:00 p.m. The following members were present:

and the following members were absent:

Member introduced the following resolution and moved its adoption.

**RESOLUTION NO. 12-50
APPROVING AWARD OF BID
2012 STREET SEAL COAT PROJECT
CITY PROJECT NO 12-05**

WHEREAS, on June 13, 2012, bids were opened for the 2012 Street Seal Coat Project No. 12-05, and

WHEREAS, pursuant to an advertisement for bids for the improvement, bids were received, opened, and tabulated according to law, and the following bids received complying with the advertisement:

<u>Contractor</u>	<u>Bid Amount</u>
Pearson Brothers Inc	\$ 284,025.53
Allied Blacktop Co.	\$ 289,764.50

WHEREAS, the lowest responsible bidder appears to be Pearson Bros Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Shoreview, Minnesota:

1. All bids were received as submitted on June 13, 2012, and
2. The Mayor and City Manager are hereby authorized and directed to enter into a construction contract for City Project 12-05, with the low bidder, Pearson Bros. Inc. in the amount of \$ 284,025.53.

The motion for the adoption of the foregoing resolution was duly seconded by Member and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 18th day of June, 2012.

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)
)
CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified and acting Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 18th day of June, 2012, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to the approval of the Award of Bid for the 2012 Street Seal Coat Project, City Project 12-05.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 19th day of June 2012.

Terry C. Schwerm
City Manager

SEAL